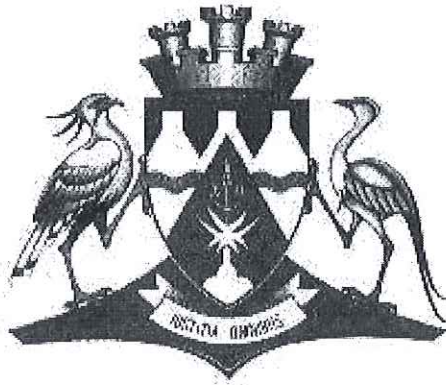




# **PIXLEY KA SEME**

## **DISTRICT MUNICIPALITY**

### **PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM**

**TENDER NO. TD 05/2021**

### **TENDER DOCUMENT**

*August 2021*

**ISSUED BY:**

**MUNICIPAL MANAGER  
PIXLEY KA SEME DISTRICT MUNICIPALITY  
PRIVATE BAG X1012  
DE AAR  
7000**

**Tel: 053 631 0891  
Fax: 053 631 2529**

**CONTACT PERSON:  
SCM: Mr. Desmond Mqhum**

|                         |  |
|-------------------------|--|
| <b>NAME OF TENDERER</b> |  |
| <b>MAAA NUMBER</b>      |  |
| <b>TOTAL BID NUMBER</b> |  |

**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 05/2021**

**PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT  
MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM**

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## FOREWORD

This document consists of two distinct clusters, namely the TENDER and the CONTRACT.

THE **TENDER** consists of two parts, namely:

- **T1: Tendering procedures** to be complied with by every tenderer submitting a tender offer; and
- **T2: Documents to be returned by the tenderer**, including the returnable schedules and forms to be completed by each tenderer, some of which will eventually be incorporated into the contract between the successful tenderer and the employer.

THE **CONTRACT** consists of four parts, namely:

- **C1: Agreements and Contract Data**
- **C2: Pricing Data;**
- **C3: Scope of Work** (specifications and project specifications);
- **C4: Site Information;**

Each part of each cluster or volume is preceded by its own table of contents.



## SUMMARY FOR TENDER OPENING PURPOSES

*[To facilitate the reading out of tender parameters at the opening of tenders, the tenderer shall complete this form and submit it with his tender]*

Name of tenderer submitting the tender: .....

Postal Address: .....

Street Address: .....

Telephone Number: .....

Cell phone: .....

Facsimile: .....

Tender amount (as stated in the Form of Offer): R .....

Preferences claimed: (a) BBBEE Level of Contribution: .....

Specified time of delivery:.....weeks

Discounts offered? .....(Yes / No)

Details of discounts offered:

.....  
.....

### Details of contact person:

Name (Print): .....

Telephone No: ..... Fax No : .....

Address:.....

e-mail address : .....

**Note: In the event of conflict between the data provided in this summary and that given in the tender, the latter shall prevail.**

|              |  |              |  |
|--------------|--|--------------|--|
| SIGNATURE    |  | NAME (PRINT) |  |
| CAPACITY     |  | DATE         |  |
| NAME OF FIRM |  |              |  |

**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 05/2021**

**PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT  
MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM**

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## **THE TENDER**

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**PART T1 : TENDERING PROCEDURES**

**PART T2 : RETURNABLE DOCUMENTS**

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# PART T1: TENDERING PROCEDURES

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## PART T1: TENDERING PROCEDURES

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**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**INVITATION TO BID**

| TENDERS ARE HEREBY INVITED FOR THE FOLLOWING SERVICE |                                                                                                              |                                                                                                                                                                                                   |                                                                                 |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| BID NO                                               | DESCRIPTION                                                                                                  | EVALUATION AND ADJUDICATION CRITERIA                                                                                                                                                              | ENQUIRIES ON TECHNICALITIES                                                     |
| TD 05/2021                                           | Provision of professional services to Pixley ka Seme District Municipality for rural asset management system | Bids will be evaluated on: <ul style="list-style-type: none"><li>- Returnable documents</li><li>- Functionality as stated on tender document</li><li>- 80/20 preferential points system</li></ul> | Mr. Hennie Greeff<br><a href="mailto:indh@pkssdm.gov.za">indh@pkssdm.gov.za</a> |

**NB. COMPULSORY BRIEFING SESSION IS ON 27 AUGUST 2021 @ 10H00 AND THE LINK WILL BE MADE AVAILABLE ON THE [www.pkssdm.gov.za](http://www.pkssdm.gov.za) under "TENDERS"**

An electronic copy of tender document will be available on the municipal website [www.pkssdm.gov.za](http://www.pkssdm.gov.za) and e-tender portal against payment of a non-refundable deposit of R400.00 (reference number: tender number & company name) from Monday, 23 August 2021. The Municipality's banking details are available at the last page of the tender document and the municipal website.

Completed documents in a sealed envelope endorsed "TD 05/2021: "PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENET SYSTEM" must be placed in the Tender Box in the foyer of the Municipal Offices at 01 Culvert Road, Industrial Site, De Aar, or posted to Pixley Ka Seme District Municipality, Private Bag X1012, De Aar, 7000 to reach the mentioned address before 12:00 on Wednesday, 22 September 2021 directly after which the tenders will be opened and tenderers' names, completion times and amounts will be made public. No tenders or copies of tenders received by e-mail, telefax machine or per telegram will be considered.

Pixley ka Seme District Municipality reserves the right not to accept any tender. All tenders submitted will be evaluated in terms of Council's Supply Chain Management Policy and Preferential Procurement Regulations (2017).

All Supply Chain Management related queries must be referred to Mr. Desmond Mqhum on 053 631 0891 during office hours.

Mr. Rodney Pieterse  
Municipal Manager  
Private Bag X 1012  
De Aar  
7000

**NB: The results of this bid will be published on council website as prescribed on the MFMA sec 75(1)(g) and SCM regulations, sec. 23(c)**

Bidders who download the tender document from the municipal website and e-tender portal are also required to make a non-refundable fee and attach the proof of payment to the tender document upon submission. Failure to do so will result into an automatic disqualification.



## **T.1.1 TENDER NOTICE AND INVITATION TO TENDER**

T1.1.1 The **PIXLEY KA SEME DISTRICT MUNICIPALITY** in the Northern Cape Province awaits offers from suitably qualified and experienced Consulting Engineers to tender for the provision of professional services for the Rural Road Asset Management System (RRAMS) programme to Pixley ka Seme District Municipality.

The services include:

- technical support to the district municipality for the next **THREE YEARS** effective from the date of appointment with the implementation of the RRAMS programme;
- provisioning of a Road Asset Management System for the project duration;
- structural assessment of bridges and major culverts and,
- compilation of technical reports related to the RRAMS programme.

T1.1.2 The project is located in the Pixley ka Seme District Municipality which includes eight local municipalities and 26 towns.

T1.1.3 Only tenderers who are registered as a Consulting Engineering Firm are eligible to submit tenders.

### **T1.1.4 Preferences**

Preferences are offered to tenderers who comply with the criteria stated in the Tender Data.

### **T1.1.5 Evaluation Criteria**

Tenders submitted will be evaluated according to method 2: Functionality, Price and Preference as stated in the Tender Data.

### **T1.1.6 Tender Documents**

- The physical address for collection of tender documents is:  
Pixley ka Seme District Municipality  
Culvert Road  
De Aar  
7000
- Tender documents are available on the municipal website and e-tender portal, from Monday, 23 August 2021.
- A non-refundable tender deposit of R 400.00 payable to Pixley ka Seme District Municipality, Culvert Road, De Aar. **Proof of payment is required with submission of the tender documents.**
  - Price(s) quoted must be firm and must be inclusive of VAT.
  - Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document.
  - Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time.
  - Tenders may only be submitted on the tender document issued by the Municipality
  - Copy of CSD summary report (not older than 3 months)
  - A valid Tax Compliance Status Pin (TCS) must be submitted with the tender document, failure to submit the required documents your bid will be disqualified.
  - Copies of Company Registration Documents (CK) - **Compulsory**
  - **For Joint Venture Agreements, attach the CK's of each JV member (if applicable)**
  - Certified ID copies of company director/s
  - Original or certified copy of valid B-BBEE Certificate or **original** Sworn-Affidavits (failure to submit no points will be awarded) only SANAS accredited or Sworn-

Affidavits will be accepted. (A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification).

- **Copy of current municipal account for both Director/s & Company (not older than 3 months) or copy of lease agreement from the relevant authority. If the business is operating from the residence of one of the director/s, an original affidavit, certified, must be submitted stating the address of the premises preferably from your local SAPS office.**
- For this purpose, the enclosed Price Schedule must be scrutinised, completed and submitted together with your quotation.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No. 5 of 2000) and;
- The successful provider will be the one scoring the highest points and will not always be the lowest bidder.
- All certified copies should not be more than three months from the date of the advertisement
- Bids will remain valid for 90 days (ninety) after the tender closing date.
- Price quoted must be firm and must be inclusive of VAT.
- **Interested tenderers need to attend the compulsory clarification meeting.**

T1.1.7 A compulsory virtual clarification meeting with representatives of the Employer will take place on **Friday 27 August 2021**, commencing at 10h00 using the link available on the municipal website **[www.pksgdm.gov.za](http://www.pksgdm.gov.za)** under "**TENDERS**"

T1.1.8 The closing time and date for receipt of tenders is 12h00 on **22 September 2021, Wednesday**.

T1.1.9 Telegraphic, telephonic, telex, e-mail, facsimile and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.1.10 Queries relating to issues arising from these documents may be addressed to:

- Project manager: Mr. Hennie Greeff  
Tel: No. 0824408800,  
Email: [indh@pksgdm.gov.za](mailto:indh@pksgdm.gov.za)
- Head SCM: Mr. Desmond Mqhum  
Tel: No. 0536310891  
Email: [dmqhum@pksgdm.gov.za](mailto:dmqhum@pksgdm.gov.za)



## **T.1.2 STANDARD CONDITIONS OF TENDER**

### **Notes to tenderer**

- 1. The legislated Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) are included in their entirety. The Department's special conditions of Tender are shown in italics as amending, deleting or adding to parts of or entire clauses of the Standard Conditions.**
- 2. 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.**
- 3. Tender Data and Tender Schedules are included separately after the tender conditions.**

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## **STANDARD CONDITIONS OF TENDER**

*(These Standard Conditions of Tender have been reproduced, without any changes, from Annexure C of the CIDB Standard for Uniformity in Construction Procurement, August 2019)*

### **C.1. GENERAL**

#### **C.1.1 ACTIONS**

**C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **C.1.2 TENDER DOCUMENTS**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **C.1.3 INTERPRETATION**

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;



#### **C.1.4 COMMUNICATION AND EMPLOYER'S AGENT**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 CANCELLATION AND RE-INVITATION OF TENDERS**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) There is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender must be published in the same manner in which the original tender invitation was advertised.

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 PROCUREMENT PROCEDURES**

##### **1.6.1 GENERAL**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **1.6.2 COMPETITIVE NEGOTIATION PROCEDURE**

**C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**C.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**C.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**C.1.6.2.4** The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

##### **1.6.3 PROPOSAL PROCEDURE USING THE TWO STAGE-SYSTEM**

###### **1.6.3.1 OPTION 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

###### **1.6.3.2 OPTION 2**

**C.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.



**C.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **C.2. TENDERER'S OBLIGATIONS**

### **C.2.1 ELIGIBILITY**

**C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 COST OF TENDERING**

**C.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

**C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **C.2.3 CHECK DOCUMENTS**

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

### **C.2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS**

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

### **C.2.5 REFERENCE DOCUMENTS**

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

### **C.2.6 ACKNOWLEDGE ADDENDA**

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

### **C.2.7 CLARIFICATION MEETING**

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

### **C.2.8 SEEK CLARIFICATION**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **C.2.9 INSURANCE**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 PRICING THE TENDER OFFER**

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

**C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.



### **C.2.11 ALTERATIONS TO DOCUMENTS**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 ALTERNATIVE TENDER OFFERS**

**C.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**C.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

### **C.2.13 SUBMITTING A TENDER OFFER**

**C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

**C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**C.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposal and place the remaining returnable documents in an envelope marked —technical proposal. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**C.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

### **C.2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS**

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

### **C.2.15 CLOSING TIME**

**C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 TENDER OFFER VALIDITY**

**C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.



**C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**C.2.16.3** 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.

**C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

#### **C.2.18 PROVIDE OTHER MATERIAL**

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

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

**C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### **C.2.19 INSPECTIONS, TESTS AND ANALYSIS**

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

#### **C.2.20 SUBMIT SECURITIES, BONDS AND POLICIES**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

#### **C.2.21 CHECK FINAL DRAFT**

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

#### **C.2.22 RETURN OF OTHER TENDER DOCUMENTS**

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

#### **C.2.23 CERTIFICATES**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### **C.3. THE EMPLOYER'S UNDERTAKINGS**

#### **C.3.1 RESPOND TO REQUESTS FROM THE TENDERER**

**C.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**C.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or



- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 ISSUE ADDENDA**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **C.3.3 RETURN LATE TENDER OFFERS**

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

### **C.3.4 OPENING OF TENDER SUBMISSIONS**

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

**C.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 TWO-ENVELOPE SYSTEM**

**C.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**C.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 NON-DISCLOSURE**

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

### **C.3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION**

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

### **C.3.8 TEST FOR RESPONSIVENESS**

**C.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or



- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **C.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

**C.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**C.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.
  - iii) **C.3.9.3** Notify the tenderer of all errors or omission that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**C.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 CLARIFICATION OF A TENDER OFFER**

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

### **C.3.11 EVALUATION OF TENDER OFFERS**

The Standard Condition of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Condition of tender are by definition the document that establishes a tenderer's obligation in submitting a tender and the employer's undertakings in solicit and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements: |                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Requirement                                                                                                                | Qualitative interpretation of goal                                                                                                                                                                                              |
| Fair                                                                                                                       | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.                                                           |
| Equitable                                                                                                                  | Terms and conditions for performing the work do not unfairly prejudice, the interests of the parties.                                                                                                                           |
| Transparent                                                                                                                | The only ground for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing businesses with the employer, lack of capability of capacity, legal impediments and conflicts of interest. |

|                |                                                                                                                                                                                                                                        |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Competitive    | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.                                                                                                                            |
| Cost effective | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes. |

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

### **3.11.1 GENERAL**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **C.3.12 INSURANCE PROVIDED BY THE EMPLOYER**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **C.3.13 ACCEPTANCE OF TENDER OFFER**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 PREPARE CONTRACT DOCUMENTS**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.



### **C.3.15 COMPLETE ADJUDICATOR'S CONTRACT**

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

### **C.3.16 REGISTRATION OF THE AWARD**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

### **C.3.17 PROVIDE COPIES OF THE CONTRACTS**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



## **T.1.3 TENDER DATA**

### **1. GENERAL**

The Conditions of Tender in Section T1.2. are the Standard Conditions of Tender as contained in Annex C of Government Gazette, Number 42622 dated 8 August 2019 – Standard for Uniformity in Engineering and Construction Works Contracts which contain references to the Tender Data for details that apply specifically to this tender.

The Tender Data in this Section T1.3 shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

### **2. TENDER DATA APPLICABLE TO THIS TENDER**

| <u>Clause<br/>number</u> | <u>Wording</u> |
|--------------------------|----------------|
|--------------------------|----------------|

|             |                |
|-------------|----------------|
| <b>C.1.</b> | <b>GENERAL</b> |
|-------------|----------------|

|              |                         |
|--------------|-------------------------|
| <b>C.1.2</b> | <b>Tender Documents</b> |
|--------------|-------------------------|

The tender documents issued by the Employer comprise:

**a) TENDER DOCUMENT containing the following:**

|                 |                             |
|-----------------|-----------------------------|
|                 | <b><u>THE TENDER</u></b>    |
| <b>PART T1:</b> | <b>TENDERING PROCEDURES</b> |

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

|                 |                             |
|-----------------|-----------------------------|
| <b>PART T2:</b> | <b>RETURNABLE DOCUMENTS</b> |
|-----------------|-----------------------------|

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

|                 |                                     |
|-----------------|-------------------------------------|
|                 | <b><u>THE CONTRACT</u></b>          |
| <b>PART C1:</b> | <b>AGREEMENTS AND CONTRACT DATA</b> |

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

|                 |                     |
|-----------------|---------------------|
| <b>PART C2:</b> | <b>PRICING DATA</b> |
|-----------------|---------------------|

|      |                      |
|------|----------------------|
| C2.1 | PRICING INSTRUCTIONS |
| C2.2 | PRICING SCHEDULE     |

|                 |                      |
|-----------------|----------------------|
| <b>PART C3:</b> | <b>SCOPE OF WORK</b> |
|-----------------|----------------------|

|      |                           |
|------|---------------------------|
| C3.1 | PROJECT SPECIFICATIONS    |
| C3.2 | PARTICULAR SPECIFICATIONS |

|                 |                         |
|-----------------|-------------------------|
| <b>PART C4:</b> | <b>SITE INFORMATION</b> |
|-----------------|-------------------------|

#### **C.1.4 Communication and Employer's Agent**

The Employer's representative is: Mr. Hennie Greeff

Address: Pixley ka Seme District Municipality, Culvert Road, De Aar, 7000.

Tel No: (053) 631 0891

Fax No: (053) 631 2529

Address: Private Bag X1012, De Aar, 7000

Tel No: 053 631 0891

Fax No: 053 631 2529

Cell No: 082 440 8800

E-Mail: [indh@pksgdm.gov.za](mailto:indh@pksgdm.gov.za)

#### **C.2.1 Eligibility**

**C.2.1.1** Only tenderers who are registered as a Consulting Engineering Firm are eligible to submit tenders.

#### **C.2.2 Compensation**

The Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of attending the site visit and clarification meeting(s) and any testing necessary to demonstrate that aspects of the offer complies with requirements.

#### **C.2.7 Site visit and clarification meeting:**

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

The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarification given at that meeting.

The clarification meeting shall start strictly at the time as advertised. A link will be provided for completion by those present. On completion by all present the Employer's Representative will:

- (a) read out the registered persons for confirmation that all have registered; and
- (b) latecomers will not be allowed to log on.

The electronic attendance register shall be considered as proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting

#### **C.2.8. Variation or deviation**

Any variation or deviation (i.e. qualification) that the tenderer considers necessary must follow the following process:

- Check with the Employer that the qualification is not a point for which clarity should be sent to other tenderers,
- If considered acceptable by the Employer as genuinely giving the tenderer a financial advantage the qualification must be recorded on the applicable returnable Schedule of Deviations or Qualification by Tenderer.

Failure to follow this process could render a tenderer's offer non-responsive in terms of Condition of Tender C.3.8.

#### **C.2.12. Alternative tender offers**

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

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

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

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.

#### **C.2.13 Submitting a tender offer**

C.2.13.3 Tender offers shall be submitted as an original only.

C.2.13.5 The Employer's address:

Location of tender box:

Pixley ka Seme District Municipality  
Culvert Road  
De Aar  
7000

**(Wooden box in reception)**

Identification details:

Place the signed original tender offer in a package marked:

Tender No.: **TD 05/2021**

Contract title: **PROVISION OF PROFESSIONAL SERVICES TO PIXLEY  
KA SEME DISTRICT MUNICIPALITY FOR FOR RURAL  
ROAD ASSET MANAGEMENT SYSTEM**

#### **C.2.15 Closing time**

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

#### **C.2.16 Tender offer validity**

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

#### **C.2.23 Certificates**

The following certificates need to be included in the Tender:



- a) An original valid Tax Clearance Certificate or proof of Central Database Registration CSD registration for the tenderer or for each of the JV partners if tendered in joint venture, issued by the South African Revenue Services;

**C.3.4 Opening of tender submissions**

Tender submissions will be opened in the Committee Room,  
Pixley ka Seme District Municipality  
Culvert Road  
De Aar  
7000

**C.3.11 Evaluation of tender offers**

**C3.11.1 General**

Tender offers will be evaluated on Functionality, Price and Preference.

**F3.11.9 Scoring functionality**

The functionality criteria and maximum score in respect of each of the criteria are as follows:

- a. Professionals registered with relevant professional councils.
- b. Demonstrated experience of key personnel in relation to the scope of works.
- c. Any additional requirements as per scope of services.

| Description of quality criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Maximum number of Tender evaluation points                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>1. Company Profile (see note 1)</b><br><br>1.1 Previous experience of projects of similar nature i.e., RRAMS programme, Pavement Management Systems, Gravel Road Management Systems, Road Asset Management Systems, etc. (1 point per project, maximum 3 points)<br>1.2 Reference letters from at least three authorities – Municipal, Provincial or National (1 point per letter, maximum 3 points)<br>1.3 Length of experience measured in years (½ point per year, maximum 3 points)<br>1.4 Local based office (De Aar – 3 points, Pixley ka Seme District – 2 points, Northern Cape – 1 point)<br>1.5 Company has adequate resources to support project deliverables (experienced staff numbers, list of equipment owned/leased/rented by company) | Max 15<br><br>(max 3 points per item)                                                               |
| <b>2. Relevant Personnel Experience (see note 2)</b><br><br>2.1 Previous experience of projects of similar nature i.e. Pavement Management Systems, Gravel Road Management Systems, Road Asset Management Systems, etc. (2 points per project)<br>2.1 Only quote projects completed within last 5 years                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Max 20<br><br>(max 2 points per project)                                                            |
| <b>3. Road Asset Management System (see note 3)</b><br><br>3.1 Existing TRH/TMH compliant road asset management system by answering the compliance questionnaire see Annexure A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Max 30<br><br>(1 point for every yes answer and 15 points for screenshots or leaflet of the system) |
| <b>4. Project Timeline and Methodology (see note 4)</b><br><br>4.1 Assessment of detail programme showing all envisaged activities and milestones<br>4.2 Proposed study methodology and deliverables as well as resourcing requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Max 20<br><br>(max 10 points per item)                                                              |
| <b>5. Composition of project team and technical skills (see note 5)</b><br><br>5.1 Transport Engineer<br>5.2 Pavement Engineer<br>5.3 GIS Specialist<br>5.4 Bridge Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Max 8<br><br>(max 2 points per CV)                                                                  |
| <b>6. Quality assurance system which ensure conformance to Employer's stated requirements (see note 5)</b><br><br>Submit proof of a current ISO, or similar system, certificate or brief summary of the in-house system used.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Max 7                                                                                               |
| <b>Total points (see note 6)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 100                                                                                                 |

**Note 1** Information needed with the company profile is reference letters from previous clients stating contract value, description of services, assessment and rating (excellent, acceptable, poor) of service provider. Reference letters should be submitted together with a bid. Attached a copy of municipal account as proof of locality.

**Note 2** Bidders must provide with the CV's of key personnel with a list of current contracts as well as contracts concluded over the past 5 (five) years detailing their involvement and experience in "road condition assessments". Details should include name of client/employer; value of contract; date of award and the start and completion dates. Bidders are expected to have a proven track record in similar projects/services.

**Note 3** Bidders are expected to have a TRH/TMH compliant road asset management system in place. Please provide more information of the system by completing Annexure: A Page T1-24.

**Note 4** Bidders to submit a gant chart with methodology statement of how they indent to implement the project over the next three years.

**Note 5** Bidders must submit CV's of each of the five key staff members. As a minimum, such CV's must detail (Max 2 Points per cv):

- (i) Name and Surname
- (ii) Qualification(s) – Name(s) of the institution(s) where the qualification(s) was/were obtained and the year(s) obtained. Minimum BSc or BEng or BTech as applicable (Max 1 point)
- (iii) Proof of professional registration. (max 2 points)
- (iv) Relevant experience (including role at previous or current clients) (max 2 points)
- (v) Dates during which the service(s) were rendered and/or duration of the projects.

**Note 6** Bidders must submit proof of a current ISO, or similar system, certificate or brief summary of the in-house system used. Only ISO accreditation contemplated for the work specified shall score maximum points.

**Qualifying Score** The minimum number of evaluation points for quality is 80, but may be adjusted at the Municipality's discretion in the event that all tenders fail to achieve the threshold.

### **C.3.13 Acceptance of tender offer**

#### **C.3.13.1 Tender offers will only be accepted if:**

- a) the tenderer is registered as a Consulting Engineering Firm, and
- b) the tender offer is signed by a person authorized to sign on behalf of the tenderer;
- c) the tenderer has attached a Tax Compliance Status Letter;
- d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- e) the tenderer has completed:
  - i) Declaration of Interest (MBD 4)
  - ii) Declaration of past Bidder's Supply Chain Management practices (MBD 8)
  - iii) Certificate of Independent Bid Determination (MBD 9)
- i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

#### **C.3.17 Provide copies of the contract**

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



| ITEM | SYSTEM COMPLIANCE CHECK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | YES = 1<br>POINT<br>EACH | NO = 0<br>POINT | COMMENTS |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|----------|
| 3.1  | <b>Web/mobile-based</b> <ol style="list-style-type: none"> <li>The system should be accessible via a modern web-browser (on a desktop PC or smartphone) so that it is accessible to a wider audience without requiring specialised software to be installed</li> <li>The web interface should have an interactive map interface so that spatial data, such as the road network or road condition, can be visualised and edited (if the user has sufficient permissions)</li> </ol>                                                                                                                                |                          |                 |          |
| 3.2  | <b>User-customisable charts and reports</b> <ol style="list-style-type: none"> <li>The system should have functionality that allows users to explore and query data in the system and produce saveable output reports and charts.</li> <li>The system should allow the sharing (to other authorised users) of output reports and charts.</li> <li>The system should come pre-configured with standard reports as described in the applicable TRH/TMH manuals</li> </ol>                                                                                                                                           |                          |                 |          |
| 3.3  | <b>System/user documentation</b> <ol style="list-style-type: none"> <li>The system must be sufficiently documented in terms of how to use and administer the system.</li> <li>The documentation should preferably be available online and should be searchable.</li> </ol>                                                                                                                                                                                                                                                                                                                                        |                          |                 |          |
| 3.4  | <b>Database-driven</b> <ol style="list-style-type: none"> <li>To ensure data integrity, the system must utilise a suitable relational database to house and manage data.</li> <li>The database should be spatially enabled so that all road and related features can be stored therein.</li> </ol>                                                                                                                                                                                                                                                                                                                |                          |                 |          |
| 3.5  | <b>Search and filter</b> <ol style="list-style-type: none"> <li>The system must have search functionality that allows users to find specific features of interest e.g. show all the paved roads within a certain Municipality, Ward or Town</li> </ol>                                                                                                                                                                                                                                                                                                                                                            |                          |                 |          |
| 3.6  | <b>Importing and Exporting</b> <ol style="list-style-type: none"> <li>The system must support importing of data exported from other systems or applications (e.g. MobiCap). The following import formats must be supported: csv, xlsx, ESRI shp file.</li> <li>The system must support direct exporting of data in the formats prescribed by the prevailing TMH18 manual.</li> <li>The system should support exporting spatial data in the following spatial formats: ESRI shp and Google Earth kml.</li> <li>The system should support exporting non-spatial data in the following formats: csv, xlsx</li> </ol> |                          |                 |          |

| ITEM | SYSTEM COMPLIANCE CHECK                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES = 1<br>POINT<br>EACH | NO = 0<br>POINT | COMMENTS |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------|----------|
| 3.7  | <p><b>GRMS and PMS Calculations</b></p> <p>a. The system should include calculations specified in the applicable RAMS-related TRH/TMH manuals. The following calculations should be implemented:</p> <ul style="list-style-type: none"> <li>○ VCI – Visual Condition Index (aggregate and deduct methods)</li> <li>○ RCI - Reseal Condition Index (aggregate)</li> <li>○ PIROAD – Priority Index for Road</li> <li>○ EVU - Equivalent Vehicle Units*</li> <li>○ VKM- Vehicle Kilometres*</li> <li>○ AADT – Annual Average Daily Traffic*</li> <li>○ %HV – Percentage Heavy Vehicles*</li> <li>○ NCN – Network Condition Number</li> <li>○ TRH/TMH22 rule-based treatment and related cost determination</li> </ul> <p>*Only applicable if an adequate traffic dataset is available</p> |                          |                 |          |

Attach to this page screenshots and/or leaflet providing more information of the PMS covering the relevant items 3.1 until 3.7

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## **PART T2: RETURNABLE DOCUMENTS**

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## PART T2: RETURNABLE DOCUMENTS

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## T2.1

### **LIST OF RETURNABLE DOCUMENTS**

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

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

The list of returnable documents comprises the following:

1. All the returnable schedules and forms listed in T2.2.1: Returnable schedules required for tender evaluation purposes;
2. All the returnable documents listed in T2.2.2: Preferential procurement schedules and affidavits that will be incorporated into the Contract;
3. All the agreements and forms listed in T2.2.3: Pro forma forms to be completed by successful tenderer;
4. All the forms and agreements in the Contract Data in C1.1 and C1.2, where some of the forms (agreements) need to be completed only by successful tenderer;
5. Pricing Data in C2.2: Pricing Schedule.

**T2.2      RETURNABLE SCHEDULES****T2.2.1      RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

| <b><u>FORM</u></b> | <b><u>DESCRIPTION</u></b>                                                    | <b><u>PAGE</u></b> |
|--------------------|------------------------------------------------------------------------------|--------------------|
| A                  | RECORD OF ADDENDA TO TENDER DOCUMENTS                                        | T2-6               |
| B                  | CERTIFICATE OF AUTHORITY                                                     | T2-7               |
| C                  | TAX COMPLIANCE STATUS                                                        | T2-15              |
| D                  | CERTIFICATE OF INSURANCE COVER                                               | T2-16              |
| E                  | COMPANY PROFILE                                                              | T2-17              |
| F                  | SCHEDULE OF CURRENT COMMITMENTS                                              | T2-18              |
| G                  | CANDIDATE'S TECHNICAL/MANAGERIAL RECORD                                      | T2-19              |
| H                  | PRELIMINARY PROGRAMME                                                        | T2-21              |
| I                  | PRELIMINARY METHODOLOGY                                                      | T2-22              |
| J                  | TENDERER'S PROJECT STRUCTURE                                                 | T2-23              |
| K                  | TENDERER'S PROFESSIONAL TEAM AND CONTINUING PROFESSIONAL DEVELOPMENT RECORD  | T2-24              |
| L                  | CERTIFICATES OF QUALITY SYSTEMS                                              | T2-26              |
| M                  | SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER                         | T2-27              |
| <b>T2.2.2</b>      | <b>MBD 4: DECLARATION OF INTEREST</b>                                        | T2-28              |
| <b>T2.2.3</b>      | <b>MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b> | T2-31              |
| <b>T2.2.4</b>      | <b>MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>                   | T2-33              |

NOTE:      The tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure to complete and sign all returnable schedules required for evaluation purposes will render a bid to be non-responsive.



**T2.2.2     RETURNABLE SCHEDULES TO BE INCORPORATED INTO THE CONTRACT**

| <b><u>FORM</u></b>     | <b><u>DESCRIPTION</u></b>                                                                                                                          | <b><u>PAGE</u></b> |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>T2.2.5</b>          | <b>MBD 6: THIS BID WILL BE ADJUDICATED IN TERMS OF THE <u>80/20 POINT SYSTEM</u> AS STIPULATED IN THE PREFERENTIAL PROCUREMENT REGULATION 2017</b> | <b>T2-36</b>       |
| <b>C1.1.1</b>          | <b>FORM OF OFFER</b>                                                                                                                               |                    |
| <b>C1.2.3</b>          | <b>CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER</b>                                                                                        |                    |
| <b>C2.2</b>            | <b>PRICING SCHEDULE</b>                                                                                                                            |                    |
| <b>C2.3</b>            | <b>SUMMARY OF PRICING SCHEDULE</b>                                                                                                                 |                    |
| <b>C2.4 –<br/>C2.7</b> | <b>BREAKDOWN OF RATES: ITEMS</b>                                                                                                                   |                    |

**NOTE:**        The tenderer is required to complete each and every schedule and form listed above to the best of his ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer. Failure to complete and sign all returnable schedules required for evaluation purposes will render a bid to be non-responsive.

**FORM A:            RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

| <b>ADD.<br/>No</b> | <b>DATE</b> | <b>TITLE OR DETAILS</b> |
|--------------------|-------------|-------------------------|
| <b>1</b>           |             |                         |
| <b>2</b>           |             |                         |
| <b>3</b>           |             |                         |
| <b>4</b>           |             |                         |
| <b>5</b>           |             |                         |
| <b>6</b>           |             |                         |
| <b>7</b>           |             |                         |
| <b>8</b>           |             |                         |

**SIGNATURE ON BEHALF OF TENDERER:** .....

**FORM B: CERTIFICATE OF AUTHORITY**

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

| (I)<br>COMPANY | (II)<br>CLOSE<br>CORPORATION | (III)<br>PARTNERSHIP | (IV)<br>JOINT VENTURE | (V)<br>SOLE<br>PROPRIETOR |
|----------------|------------------------------|----------------------|-----------------------|---------------------------|
|                |                              |                      |                       |                           |

**(I) CERTIFICATE FOR COMPANY**

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

**Managing Director :** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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



(III). CERTIFICATE FOR PARTNERSHIP

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

(IV) CERTIFICATE FOR JOINT VENTURE

a) **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE**

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

\_\_\_\_\_

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

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

On \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

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

to the PIXLEY KA SEME DISTRICT MUNICIPALITY in respect of the following project:

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

|   | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |
| 5 |      |          |           |
| 6 |      |          |           |
| 7 |      |          |           |

|    | Name | Capacity | Signature |
|----|------|----------|-----------|
| 8  |      |          |           |
| 9  |      |          |           |
| 10 |      |          |           |
| 11 |      |          |           |
| 12 |      |          |           |
| 13 |      |          |           |
| 14 |      |          |           |
| 15 |      |          |           |

Note:

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

**b) SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_



6. \_\_\_\_\_  
\_\_\_\_\_

7. \_\_\_\_\_  
\_\_\_\_\_

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

On \_\_\_\_\_ (date)

**RESOLVED that:**

- A. The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the PIXLEY KA SEME DISTRICT MUNICIPALITY in respect of the following project:

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

B. Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

|   | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |
| 5 |      |          |           |
| 6 |      |          |           |
| 7 |      |          |           |

**Note:**

1. \* Delete which is not applicable.
2. NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.
5. Joint Venture Agreement must be attached must be attached to this Bid (refer to page T1-22, F3.13.1 d))

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....



REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

**Important note to tenderer:**

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

**FORM C:        MBD2: TAX COMPLIANCE STATUS**

**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.**

1. In order to meet this requirement bidders are to be registered on the Central Suppliers Database of SARS, therefore proof of registration will do by submitting a Tax Compliance Status Letter who wish to submit bids.
2. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document
3. Applications for the Tax Clearance Certificates MUST 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) or contact the SARS Contact Centre on 0800007277
4. 3. The bidder (Name) ..... Hereby grants Pixley ka Seme District Municipality permission to use the following TAX COMPLIANCE STATUS PIN NO ..... With reference to the following Tax reference Number.....
5. The bidder (Name) ..... hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Pixley ka Seme District Municipality on an on-going basis during the Contract Term.
6. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Pixley ka Seme District Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
7. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
8. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership.

**SIGNATURE ON BEHALF OF TENDERER: ..... DATE: .....**

**FORM D: CERTIFICATE OF INSURANCE COVER**

**Notes to tenderer:**

**1. In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.**

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer: .....

ii) Period of Validity: .....

iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company: .....

Value: .....

- General public liability

Company: .....

Value: .....

- Third Party Liability

Company: .....

Value: .....

SIGNED BY TENDERER: ..... DATE: .....



**FORM E: COMPANY PROFILE**

**Note to tenderer:** Information needed with the company profile is:

- Company Name, established date, Physical Address per location, Contact details, Resources, Recent Achievements, ect.
- Reference letters from previous clients stating contract value, description of services, assessment and rating (excellent, acceptable, poor) of service provider.
- Attached a copy of municipal account as proof of locality.

Note to tenderer: Limit this information to five pages.

**Experience of Tenderer**

The following is a statement of work

| Employer: Contact Person and Contact details | Description of work | Value of Work | Completion Date |
|----------------------------------------------|---------------------|---------------|-----------------|
| (Client)                                     |                     |               |                 |
| (Contact Person)                             |                     |               |                 |
| (Cell Nr)                                    |                     |               |                 |
| (Email)                                      |                     |               |                 |
| (Client)                                     |                     |               |                 |
| (Contact Person)                             |                     |               |                 |
| (Cell Nr)                                    |                     |               |                 |
| (Email)                                      |                     |               |                 |
| (Client)                                     |                     |               |                 |
| (Contact Person)                             |                     |               |                 |
| (Cell Nr)                                    |                     |               |                 |
| (Email)                                      |                     |               |                 |
| (Client)                                     |                     |               |                 |
| (Contact Person)                             |                     |               |                 |
| (Cell Nr)                                    |                     |               |                 |
| (Email)                                      |                     |               |                 |
| (Client)                                     |                     |               |                 |
| (Contact Person)                             |                     |               |                 |
| (Cell Nr)                                    |                     |               |                 |
| (Email)                                      |                     |               |                 |

**SIGNATURE ON BEHALF OF TENDERER:** ..... **DATE:** .....

**FORM F: SCHEDULE OF CURRENT COMMITMENTS**

**Notes to tenderer:**

1. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive.
2. The tenderer shall list below all projects with which proposed personnel are currently involved.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

| NAME & POSITION | PROJECT | CLIENT | START<br>DATE<br>(M/Y) | DURATION<br>(MONTHS) | VALUE<br>OF SERVICE |
|-----------------|---------|--------|------------------------|----------------------|---------------------|
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |
|                 |         |        |                        |                      |                     |

SIGNED BY TENDERER: ..... DATE: .....

**FORM G: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD**

Notes to tenderer:

1. Copy this form for all key personnel proposed for the project.

|      |               |                              |                                              |    |
|------|---------------|------------------------------|----------------------------------------------|----|
| NAME | DATE OF BIRTH | POSITION IN TEAM<br>(NOTE 1) | CURRENTLY EMPLOYED IN<br>COMPANY<br>(NOTE 2) |    |
|      |               |                              | YES                                          | NO |

Technical/Managerial Experience (List only the most recent 5 projects that the tenderer considers relevant to the specified scope of works)

| CLIENT & PROJECT<br>NO | PROJECT TYPE<br>(NOTE 3) | RELEVANT<br>EXPERIENCE<br>STARTED<br>(NOTE 4) | RELEVANT<br>EXPERIENCE<br>ENDED<br>(NOTE 4) | VALUE<br>(NOTE 5) | POSITION HELD<br>(NOTE 6) | CONTACT PERSON<br>AND POSITION<br>(NOTE 7) | CONTACT NO. |
|------------------------|--------------------------|-----------------------------------------------|---------------------------------------------|-------------------|---------------------------|--------------------------------------------|-------------|
|                        |                          |                                               |                                             |                   |                           |                                            |             |
|                        |                          |                                               |                                             |                   |                           |                                            |             |
|                        |                          |                                               |                                             |                   |                           |                                            |             |
|                        |                          |                                               |                                             |                   |                           |                                            |             |
|                        |                          |                                               |                                             |                   |                           |                                            |             |
|                        |                          |                                               |                                             |                   |                           |                                            |             |

Comments:

I declare that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

SIGNATURE BY CANDIDATE: ..... DATE: .....

**Notes to Tenderer and compiler:** Use abbreviations and acronyms in Table but clarify in comments what they stand for.

1. Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's team. The same candidate may be proposed for more than 1 position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate forms for each position must be completed.
2. State if person is currently employed by the company by indicating yes or no
3. Project type – select from the list in the table below. If the list, in the opinion of the tenderer, does not contain an appropriate match of the project being registered then select what is closest to it in the selection list and in the comment space provided clarify what its relevance is to the project tendered.
4. Year started – for the relevant experience, state the month and year of start and end (or current date if position is still occupied).
5. Value means the completed value of the works including all extra works, (including claims), contract price adjustment and VAT. If construction is not complete, or is still in design phase insert the total value of construction (as before) followed by (E) showing it is the estimated value.
6. Select from the list in the table below the position held by the candidate.  
If, in the opinion of the tenderer, there is no equivalent position, select what is closest to it in the selection list and, in the comment space provided clarify in what aspects it differs.
7. Give the name, position held and contact number of the responsible person acting for the listed client and who will be able to vouch for the accuracy of the information provided.

| Positions (Notes 1 and 6)                           | Abbreviation | Project Type (Note3)                  | Abbreviation |
|-----------------------------------------------------|--------------|---------------------------------------|--------------|
| Project leader (the engineer for design phase)      | PL           | Rural Road Asset Management Programme | RRAMS        |
| Alternate project leader                            | APL          | Municipal bulk water supply           | BWS          |
| Design specialist                                   | DS           | Municipal water treatment             | WTW          |
| Design assistant                                    | DA           | Municipal water reticulation network  | WRN          |
| Contract engineer (the engineer construction phase) | CE           | Municipal waste water treatment works | WWTW         |
| Alternate Contract Engineer                         | ACE          | Municipal sewer network               | SN           |
| Resident engineer                                   | RE           | Municipal electrical network          | EN           |
| Assistant resident engineer                         | ARE          | Municipal street / high mast lighting | EL           |
| Senior Materials technician                         | SMT          | Municipal roads geometric             | RG           |
| Contracts manager                                   | CM           | Municipal roads pavement              | RP           |
| Site agent                                          | SA           | Municipal storm water                 | SW           |
| Project Engineer (Employer)                         | PE(E)        | Municipal sport facilities            | SF           |
| GIS Specialist                                      | GS           | Municipal other                       | MO           |



**FORM H: PRELIMINARY PROGRAMME (LINK TO METHODOLOGY UNDERSTANDING AND APPROACH)**  
***Note to tenderer:***

**If a tenderer wishes to submit an alternative tender, then this form, appropriately completed, shall be attached to the Pricing Schedule with a preliminary programme for the alternative proposal.**

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. The programme shall be in accordance with all other aspects of the tender.

Note to tenderer: Limit this to two pages.

**SIGNATURE ON BEHALF OF TENDERER: ..... DATE: .....**

**FORM I: PRELIMINARY METHODOLOGY (INCLUDING UNDERSTANDING AND APPROACH)**

***Note to tenderer:***

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, shall be attached to the Pricing Schedule with a preliminary methodology for the alternative proposal.**

The tenderer shall attach a summary of the methodology to be followed, reflecting and describing the proposed activities and human resources allocated to the project. The methodology shall be in accordance with the programme of the tender.

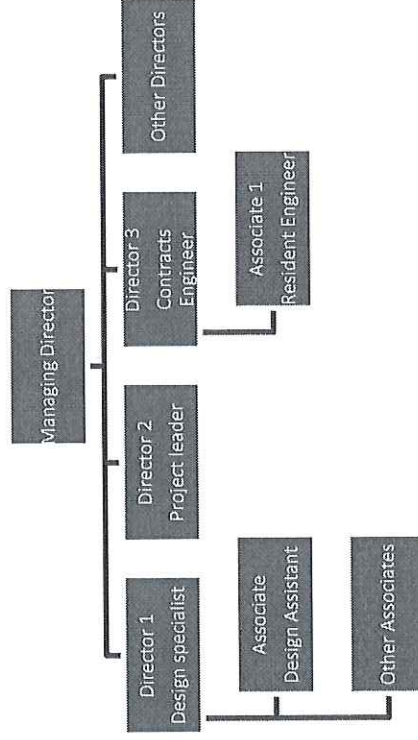
Note to tenderer: Limit this to four pages.

**SIGNATURE ON BEHALF OF TENDERER: ..... DATE: .....**

**FORM J: TENDERER'S PROJECT STRUCTURE**

**Notes to tenderer:**

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by „rolling up“ portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the road construction/transport industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



|                                          |                                                   |
|------------------------------------------|---------------------------------------------------|
| <b>Head Office:</b>                      | State City/Town                                   |
| <b>Other Offices:</b>                    | Only list number, localities not required         |
| <b>Registered Professionals: ECSCA</b>   | List only in road construction/transport industry |
| <b>Registered Professionals: SACPCMP</b> |                                                   |
| <b>Total Employees :</b>                 |                                                   |
| <b>% share in JV agreement</b>           |                                                   |

**FORM K: CANDIDATE'S PROFESSIONAL TEAM**

**Notes to tenderer:** Copy this form for all key personnel proposed for the project.

Personal details of candidate

|      |                              |                     |                                           |    |
|------|------------------------------|---------------------|-------------------------------------------|----|
| NAME | POSITION IN TEAM<br>(NOTE 1) | POSITION IN COMPANY | CURRENTLY EMPLOYED IN COMPANY<br>(NOTE 2) |    |
|      |                              |                     | YES                                       | NO |

Registration with professional bodies

|                                |                  |                     |                                         |             |                |
|--------------------------------|------------------|---------------------|-----------------------------------------|-------------|----------------|
| Professional registration body | ECSA<br>(Note 3) | SACPCMP<br>(Note 3) | Highest Engineering qualification       | Institution | Date graduated |
| Level of registration          |                  |                     |                                         |             |                |
| Registration Number            |                  |                     | Initial relevant Tertiary Qualification | Institution | Date graduated |
| Date of registration           |                  |                     |                                         |             |                |

Continuing Professional Development (Candidate to list only the most recent 5 courses attended that the tenderer considers relevant to the specified scope of works)

| COURSE TYPE<br>(Note 4) | HOST INSTITUTE<br>(Note 5) | PARTICIPATION<br>(Note 6) | COURSE CONTENT | WHEN HELD<br>(Note 7) | FIELD OF STUDY<br>(Note 8) |
|-------------------------|----------------------------|---------------------------|----------------|-----------------------|----------------------------|
|                         |                            |                           |                |                       |                            |
|                         |                            |                           |                |                       |                            |
|                         |                            |                           |                |                       |                            |
|                         |                            |                           |                |                       |                            |
|                         |                            |                           |                |                       |                            |
|                         |                            |                           |                |                       |                            |

Comments: \_\_\_\_\_

I declare that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: .....

SIGNED BY TENDERER: .....



**Notes to Tenderer and compiler:**

1. Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's team. The same candidate may be proposed for more than 1 position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate forms for each position must be completed. Select from the list of company positions in the table below the actual position that the candidate occupies in the tenderer's organisational structure.
2. State if person is currently employed by the company by indicating yes or no
3. Each candidate must provide the relevant level of registration (e.g. Fellow, associate, candidate, professional etc) registration number and registration date for each of the listed professional bodies. If different from those in the pro-forma then the candidate must list the equivalent body with which he/she is registered and in the space provided for comments give a brief explanation of that body.  
ECISA = Engineering Council of South Africa  
SACPCMP = South African Council for the Project and Construction Management Professions
4. Select from the list of course types given in the table below. If, in the opinion of the candidate, there is no equivalent course type select what is closest to it in the selection list' and explain in the space made available. If a Study Course is selected, examination results to be appended.
5. Select from the list of host institutions given in the table below. If, in the opinion of the candidate, there is no equivalent host institution select what is closest to it in the selection list and in the space provided explain differences from those in the selection list.
6. Select from the list of participative levels given in the table below. If, in the opinion of the candidate, there is no equivalent participation activity, select what is closest to it in the selection list' and in the space made available explain differences from the selection list.
7. Only enter courses attended within the last five years. Give month and year of the course.
8. Select from the list of Study Fields

| Position proposed<br>(Note 1)                       | Abbreviation | Position in company<br>(Note 2)     | Course Type<br>(Note 4) | Host Institutions<br>(Note 5)   | Participative Levels<br>(Note 6) | Field of Study<br>(Note 8)                                                                                                                        |
|-----------------------------------------------------|--------------|-------------------------------------|-------------------------|---------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| Project leader (the engineer for design phase)      | PL           | Director (with executive powers)    | Conference              | Academia                        | Presenter                        | Technical                                                                                                                                         |
| Alternate project leader                            | APL          | Director (without executive powers) | Seminar                 | Registered training institution | Delegate                         | OHS – Any Occupational Health and Safety Act 85 of 1993 courses and associated Regulations for General, Health, Mechanical and Electrical courses |
| Design specialist                                   | DS           | Associate (with shares)             | Study Course            | Industry                        | Attendant                        |                                                                                                                                                   |
| Design assistant                                    | DA           | Associate (without shares)          | Workshop                |                                 | Lecturer                         |                                                                                                                                                   |
| Contract engineer (the engineer construction phase) | CE           | Employee (engineer/technician)      |                         |                                 | Co-ordinator                     |                                                                                                                                                   |
| Alternate Contract Engineer                         | ACE          | Contracted engineer/technician      |                         |                                 | Author                           |                                                                                                                                                   |
| Resident engineer                                   | RE           | Student                             |                         |                                 |                                  |                                                                                                                                                   |
| Assistant resident engineer                         | ARE          |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Senior Materials technician                         | SMT          |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Contracts manager                                   | CM           |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Site agent                                          | SA           |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Project Engineer (Employer)                         | PE(E)        |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Route Manager                                       | RM           |                                     |                         |                                 |                                  |                                                                                                                                                   |
| Assistant Route Manager                             | ARM          |                                     |                         |                                 |                                  |                                                                                                                                                   |

**FORM L:      CERTIFICATE OF QUALITY SYSTEMS**

**Note to tenderer:**

1. Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used.
2. Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes.
3. Summaries shall not be more than 2x A4 pages
4. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.

SIGNED BY TENDERER: ..... DATE: .....

**FORM M: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

*(This is not an invitation for amendments, deviations or alternatives but should the tenderer, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment or alternative offers unless form (a) and (b) has been completed to the satisfaction of the Employer).*

I / We herewith propose the amendments and alternatives as set out in the tables below:

**(a) AMENDMENTS**

| PAGE, CLAUSE OR<br>ITEM NO | PROPOSED AMENDMENT |
|----------------------------|--------------------|
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |
|                            |                    |

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

**SIGNATURE ON BEHALF OF TENDERER:** ..... **DATE:** .....

**T2.2.2: MBD 4: DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):

.....

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

.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....



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

.....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

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

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

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

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

.....

.....

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

2.7.4 If so, furnish particulars:

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

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

2.9.1 If so, furnish particulars:

.....

.....

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

.....  
.....

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

| Full Name | Identity Number | Personal Income Tax<br>Reference Number | State Employee<br>Number / Persal<br>Number |
|-----------|-----------------|-----------------------------------------|---------------------------------------------|
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |
|           |                 |                                         |                                             |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

### **T2.2.3 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes                             | No                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</i></p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                |
| 4.2   | <p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                            | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                |
| 4.3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                |

|       |                                                                                                                                                                   |                                 |                                |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                       |                                 |                                |

# **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....

**SIGNATURE**

.....

**DATE**

.....

**POSITION**

.....

**NAME OF BIDDER**



#### **T2.2.4 MBD9: 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 cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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:

<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.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Institution)**

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.

**<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.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**T2.2.5 MBD 6.1: THIS BID WILL BE ADJUDICATED IN TERMS OF THE 80/20 POINT SYSTEM AS STIPULATED IN THE PREFERENTIAL PROCUREMENT REGULATION 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the .....80/20..... preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

|                                                   | POINTS |
|---------------------------------------------------|--------|
| PRICE                                             |        |
| B-BBEE STATUS LEVEL OF CONTRIBUTION               |        |
| Total points for Price and B-BBEE must not exceed | 100    |

- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a Code of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);



- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the practice on Broad-Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitations, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration  
 Pt = Price of bid under consideration  
 Pmin = Price of lowest acceptable bid

### 4. Points awarded for B-BBEE Status Level of Contribution

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

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 14                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| Non-compliant contributor          | 0                               |

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 & 4.1

6.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 20 points)

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

## 7 SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(ii) The name of the sub-contractor? .....

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

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8 DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm : .....

8.2 VAT registration number: .....

8.3 Company registration number : .....

8.4 TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION  
[TICK APPLICABLE BOX]

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

8.7 Total number of years the company/firm has been in business? .....

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

- a. The information furnished is true and correct;
- b. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- d. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - i) disqualify the person from the bidding process;
  - ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - iii) 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;

- iv) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- v) forward the matter for criminal prosecution

WITNESS

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....



**PIXLEY KA SEME DISTRICT MUNICIPALITY**

**TENDER NO. TD 05/2021**

**PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT  
MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM**

---

## **THE CONTRACT**

---

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

**PART C4: SITE INFORMATION**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

---

**PART C1: AGREEMENT AND CONTRACT DATA**

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## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

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

#### **TD 05/2021: PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM**

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).

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:** *(of person authorized to sign the tender)*.....

**Name:** *(of signatory in capitals)*: .....

**Capacity:** *(of Signatory)*: .....

**Name of Tenderer:** *(organisation)*.....

**Main Place of Business Address:** .....

.....

.....

**Registered Place of Business Address:**

.....

.....

**Telephone number:** ..... **Fax number:** .....

Signature and name of witness

**Signature:** .....

**Name:** *(in capitals)*: .....

**Date:** .....



## ACCEPTANCE

By signing this part of the 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 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Pricing Schedule
- Part 3 Scope of Work
- Part 4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 authorized representative(s) of both parties.

The Tenderer shall within one week after receiving the completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this agreement comes into effect when the Tenderer receives a letter of acceptance of offer, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the counter service for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission, or if delivered by telefax, one working day after transmission, or if delivered by e-mail, one working day after transmission.

For the Employer:

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)* .....

**Address:** .....

.....

Signature and name of witness:

**Signature:** .....

**Name:** .....

**Date:** .....

## 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:** .....  
.....
5. **Subject:** .....  
**Details:** .....  
.....
6. **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:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)*.....  
.....

**Witness :** .....

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)*.....  
.....

**Witness :** .....

**Signature:** .....

**Name:** .....

**Date: ..** .....

**CONFIRMATION OF RECEIPT**

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

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

For the Contractor:

Signature: .....

Name: .....

Capacity: .....

Signature and name of witness:

Signature: .....

Name: .....



## **C1.2 CONTRACT DATA**

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## C1.2.1 CONDITIONS OF CONTRACT

### Note to tenderer:

1. The legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with special conditions of contract where the former is shown in standard format and amendments (i.e. special conditions) shown in italics. The Municipality's special conditions of contract are shown in italics as amending clauses of the Standard Conditions.

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## CONDITIONS OF CONTRACT

### **1 DEFINITIONS**

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

#### **Agent**

*The Service Provider appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.*

#### **Construction monitoring/supervision**

*The process of managing and co-ordinating the Works Contract and over-seeing and/or inspecting the Works in accordance with the Employer's requirements.*

#### **Contract**

The Contract signed by the Parties and of which these General Conditions of Contract form part.

#### **Contract Data**

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the contract.

#### **Contract Price**

The price to be paid for the performance of the Services in accordance with the Pricing Data.

#### **Day**

A calendar day.

#### **Defect**

A part of the Services, as performed, which does not comply with the requirements of the Contract.

#### **Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

#### **PKSDM**

Pixley ka Seme District Municipality

#### **Engineer**

The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

#### **Employer**

The contracting party named in the Contract who employs the Service Provider.

#### **Force Majeure**

*"For the purpose of this Contract the expression „Force Majeure" shall mean an event or circumstance described in clause 8.3.1.*

#### **Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

#### **New Entrants**

A registered Consulting Engineering Firm (or consortium in Joint Venture) contracted by the Service Provider to perform a specified percentage of the work under his guidance and who complies to the following:



(a) is at least 50,1% owned by black people as defined in Act No 53 of 2003: Broad-Based Black Economic Empowerment Act and where there is substantial management control by black people; and

(b) a total annual turnover of between R30m and R85m

**Others**

Persons or organizations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

**Period of Performance**

The period within which the Services are to be performed and completed.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all personnel and key persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up of the Contract Price.

**Project**

The project named in the Contract Data for which the Services are to be provided.

**Scope of Work**

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

**Service Provider**

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

**Services**

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**Subcontractor**

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

**Technical Proposal**

*The Key Persons proposed by the Service Provider to undertake the respective functions/duties as defined under the Contract.*

**Works or Works Contract**

That project or part of a project that the employer wishes to have delivered and for which the service provider has been appointed for the performance of the services specified in this contract.

**2 INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

### **3 GENERAL**

#### **3.1 GOVERNING LAWS**

*"Law" means all national (or other spheres of Government) legislation, statutes , ordinances and other laws including the South African Common Law, and regulations and by-laws of any legally constituted public authority.*

#### **3.2 CHANGE IN LEGISLATION**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

#### **3.3 LANGUAGE**

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

#### **3.4 NOTICES**

3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.

3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.

3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

#### **3.5 LOCATION**

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

#### **3.6 PUBLICITY AND PUBLICATION**

Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld.

#### **3.7 CONFIDENTIALITY**

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party



except to the extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws.

### **3.8 VARIATIONS**

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, *prior to the change being implemented.*
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

### **3.9 SOLE AGREEMENT**

The Contract constitutes the sole agreement between the Parties for the performance of the Services and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### **3.10 INDEMNIFICATION**

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any *wilful or negligent act or omission* by the Service Provider *or his subcontractors* in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

### **3.11 PENALTY**

- 3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.
- 3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
- a) terminate the Contract
  - b) complete the Services at the Service Provider's cost.
- 3.11.3 In the event that due to his negligence or for reasons within his control, the Service Provider does not sublet the specified target of Normalised Hours Tendered (NHT) to a New Entrant the Employer shall be entitled to levy a penalty as stated in the Contract Data.

### **3.12 EQUIPMENT AND MATERIALS FURNISHED BY THE EMPLOYER**

- 3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.12.2 *Unless otherwise stated in the Contract Data*, the Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

### **3.13 ILLEGAL AND IMPOSSIBLE REQUIREMENTS**

The Service Provider shall notify the Employer immediately, should he become aware that the Contract requires him to undertake anything which is illegal or impossible.

### **3.14 PROGRAMME**

3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

### **3.15 SEVERABILITY**

*If a court of competent jurisdiction holds that any provision of this Contract is severable by reason of it being invalid, illegal, unlawful or unenforceable and as a consequence of which prevents the accomplishment of the purpose of this Contract, the Employer and the Service Provider shall meet and review the matter to adopt means to fulfil the purpose of the Contract.*

### **3.16 WAIVER**

*No defence of a waiver of any of the provisions of this contract shall be effective unless it is expressly stated in writing, by the Party against whom such defence is raised, to be a waiver of such provisions and is communicated to the other Party in writing in accordance with the provisions of Clause 3.4.*

## **4 EMPLOYER'S OBLIGATIONS**

### **4.1 INFORMATION**

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

### **4.2 DECISIONS**

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

### **4.3 ASSISTANCE**

The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;



- 4.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

#### **4.4 SERVICES OF OTHERS**

- 4.4.1 The Employer shall, at his own cost, engage such Others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services.
- 4.4.2 The Employer shall not enter into an agreement or contract with Others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

#### **4.5 NOTICE OF CHANGE BY EMPLOYER**

On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the Employer shall immediately advise the Service Provider thereof.

#### **4.6 ISSUE OF INSTRUCTIONS**

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

#### **4.7 PAYMENT OF SERVICE PROVIDER**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

### **5 SERVICE PROVIDER'S OBLIGATIONS**

#### **5.1 GENERAL**

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services*
- 5.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
- 5.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
- 5.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatar" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 4(2), (5) and (6) of the said Act.*
- 5.1.5 *The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by Others.*
- 5.1.6 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*

## **5.2 EXERCISE OF AUTHORITY**

- 5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the service Provider shall do so in accordance with the provisions of the PKSDM AND shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

## **5.3 DESIGNATED REPRESENTATIVE**

The Service Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

## **5.4 INSURANCES TO BE TAKEN OUT BY THE SERVICE PROVIDER**

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer* and maintained in force.

## **5.5 SERVICE PROVIDER' ACTIONS REQUIRING EMPLOYER' PRIOR APPROVAL**

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- appointing Subcontractors for the performance of any part of the Services,
- appointing Key Persons not listed by name in the Contract Data.
- any other action that may be specified in the Contract Data.

## **5.6 CO-OPERATION WITH OTHERS**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

## **5.7 NOTICE OF CHANGE BY SERVICE PROVIDER**

On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Services, the Service Provider shall give notice thereof to the Employer, save that the Service Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.

## **5.8 SAFEGUARDING THE EMPLOYER' DATA**

- 5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the others respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures*
- 5.8.2 *In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*



- require the Service Provider to restore or procure the restoration of such data; or;
- itself restore or procure restoration of such data.

## **5.9 PERFORMANCE SECURITY**

*Where required, the Service Provider shall obtain (at his cost) a Performance Security for proper performance in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this sub-clause shall not apply.*

*The Service Provider shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.*

## **6 CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

### **6.1 SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

### **6.2 ROYALTIES AND THE LIKE**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

### **6.3 INDEPENDENCE**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or that of Subcontractors or Personnel.

### **6.4 CORRUPTION AND FRAUD**

#### **6.4.1 The Service Provider shall neither:**

- Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor

#### **6.4.1.1 Enter into this contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.**

#### **6.4.2 In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.4.1 has been perpetrated by the Service Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Employer, the Employer may:**

- summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;
- withhold all payments due;



- terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.

6.4.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*

- summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;
- withholds all payments due
- terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer.

## **7 SERVICE PROVIDER'S PERSONNEL**

### **7.1 PROVISION OF PERSONNEL**

- 7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Service Provider shall:
- forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

### **7.2 STAFF AND EQUIPMENT**

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 days of



receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

### **7.3 WORKING HOURS, OVERTIME AND LEAVE**

Where the fee for the Services are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Service Provider. The Employer will not be responsible for overtime payments to Personnel *unless so specifically provided for in the Pricing Schedule*.

## **8 COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT**

### **8.1 COMMENCEMENT**

The Contract shall come into effect on the date that it is signed by both Parties or such later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

### **8.2 COMPLETION**

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
  - *variations to Services* ordered by the Employer.
  - failure of the Employer to fulfil his obligations under the Contract.
  - any delay in the performance of the Services which is not due to the Service Provider's default.
  - Force Majeure
- 8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.
- 8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

### 8.3 FORCE MAJEURE

8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*

- *which is beyond party's control,*
- *which such a party could not reasonably have provided against before entering into the Contract,*
- *which, having arisen, such Party could not reasonably have avoided or overcome, and*
- *which is not substantially attributable to the other Party*
  
- *Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;*
- *natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- *war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- *rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- *riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

*An event or circumstance which is attributable to a wilful act, neglect or failure to take reasonable precautions by the affected party, his employees agents, subcontractors or others shall, under no circumstances, be considered Force Majeure.*

8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*

8.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

8.3.4 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate affect.*

### 8.4 TERMINATION

8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:

- if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- if the Service Provider becomes insolvent or bankrupt; or
- if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- *commission of an offence in terms of clauses 6.1 and 6.4.*

*Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (14) days after the date of termination submit an account for the Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the*



*Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.*

8.4.2 The Service Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the Employer after the occurrence of any of the following events:

- if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
- if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider:

- remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination*.
- except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

8.4.4 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.

8.4.5 *Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.*

## **8.5 SUSPENSION**

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

## **8.6 RIGHTS AND LIABILITIES OF THE PARTIES**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

## **9 OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.



- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

## **10 SUCCESSION AND ASSIGNMENT**

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
  - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

## **11 SUB-CONTRACTING**

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.4 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.



## **12 RESOLUTION OF DISPUTES**

### **12.1 SETTLEMENT**

- 12.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

### **12.2 MEDIATION**

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data.* Claims not brought within the time periods set out herein will be deemed to be waived.

### **12.3 ADJUDICATION**

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

### **12.4 ARBITRATION**

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such

agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association or Arbitrators.

- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

## **13 LIABILITY**

### **13.1 LIABILITY OF THE SERVICE PROVIDER**

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

### **13.2 LIABILITY OF THE EMPLOYER**

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

### **13.3 COMPENSATION**

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.
- In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

### **13.4 DURATION OF LIABILITY**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

### **13.5 LIMIT OF COMPENSATION**

- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:
- a) the sum insured in terms of 5.4. in respect of insurable event; and
  - b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract.*
- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.



### **13.6 INDEMNITY BY THE EMPLOYER**

The Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.

### **13.7 EXCEPTIONS**

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

## **14 REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data and Scope of Works. If not otherwise stated in the Pricing Data, the following shall apply:

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

14.5 *All accounts presented for payment shall be according to the Employers prescribed format.*

14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*

14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

**C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER SPECIFIC DATA**

| <b>Clause No</b> | <b>Contract Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                | <p>The employer is the Pixley ka Seme District Municipality</p> <p>The Employer's domicilium citandi et executandi (permanent physical business address) is:<br/> 01 Culvert Road<br/> Industrial Site<br/> De Aar<br/> 7000</p> <p>The authorised and designated representative of the Employer is:<br/> Name: Mr Hennie Greeff<br/> Telephone: 053 631 0891<br/> Facsimile: 053 631 2529<br/> Cell Phone: 082 440 8800</p>                                                                                                                                                                                                                                                                                     |
| 3.4              | <p>The address for receipt of communications is:</p> <p>Name: Mr Hennie Greeff<br/> Telephone: 053 631 0891<br/> Facsimile: 053 631 2529<br/> Cell Phone: 082 440 8800<br/> Email: <a href="mailto:ldh@pksgdm.gov.za">ldh@pksgdm.gov.za</a></p> <p>Address: Private Bag X1012, De Aar, 7000</p>                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.5              | The project is for provision of professional services to Pixley ka Seme District Municipality for Rural Road Asset Management System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.6              | The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Project Manager of the district municipality.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.11.1<br>3.11.3 | The penalty payable is <b>R5 000.00</b> per day subject to a maximum amount of R 100 000.00<br>Not applicable for this contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3.14             | The programme shall be submitted within 14 days of the award of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5.4              | <p>The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standard</p> <p>The Service Provider is required to provided the following insurances:</p> <p>1. Insurance against Professional indemnity<br/> Cover is: R10,000,000.00<br/> Period of cover: Structures – 25 years: all other instances – 10 years</p> <p>2. Insurance against general public liability<br/> Cover is: R10,000,000.00<br/> Period of cover: Structures – 25 years: all other instances – 10 years</p> <p>3. Third Party Liability<br/> Cover is: R10,000,000.00<br/> Period of cover: Duration of contract only.</p> |
| <b>Clause No</b> | <b>Contract Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5.5              | <p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>i. Appointing Key Personnel not listed by name in the Contract Data.</li> <li>ii. Appointing sub-contractors for the performance of any part of the Service.</li> <li>iii. Variation Order for additional work that is not stipulated in the bill of quantities.</li> </ul>                                                                                                                                                                                                                                                        |



|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | <ul style="list-style-type: none"> <li>iv. Over-expenditure on the Contract.</li> <li>v. Changing the scope of work.</li> <li>vi. Acceptance of sub-standard work.</li> <li>vii. All aspects requiring the Employers approval in terms of the Contract.</li> <li>viii. Making statements to the media regarding the project.</li> <li>ix. Making Determinations on Extension of Time, issuing Taking-over certificates and Approving Claims</li> </ul> |
| 5.9  | The provision of a Performance Guarantee will not be required under this Contract.                                                                                                                                                                                                                                                                                                                                                                     |
| 7.2  | <p>The Key Persons required for this project are:</p> <ul style="list-style-type: none"> <li>• Project Leader - Pr.Eng or Pr.Tech with greater than 10 years relevant experience</li> <li>• Pavement Specialist (Engineer) - Pr.Eng or Pr.Tech with greater than 10 years relevant experience</li> <li>• GIS Specialist (Engineer/Technician) - with greater than 5 years relevant experience</li> </ul>                                               |
| 7.3  | <p>The working hours and holiday for site staff are:</p> <ul style="list-style-type: none"> <li>• Site working hours – 40 hours per week.</li> <li>• Annual leave shall be taken during the recognized construction industry shutdown period.</li> </ul>                                                                                                                                                                                               |
| 8.1  | The time to commence the performance of the Services is within 30 days after the date that the Contract becomes effective.                                                                                                                                                                                                                                                                                                                             |
| 8.2  | The Contract is concluded on the date when the Service Provider has completed all deliverables in accordance with the Scope of Work.                                                                                                                                                                                                                                                                                                                   |
| 9.1  | Copyright of documents prepared for the Project shall be vested with the Employer.                                                                                                                                                                                                                                                                                                                                                                     |
| 12.  | <p>Interim settlement of disputes is to be by mediation.<br/>Final settlement is by litigation.<br/>In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.</p>                                                                                                                                                                             |
| 13.4 | Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.                                                                                                                                                                                                                              |
| 13.5 | The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R10,000,000.00                                                                                                                                                                                                                                                                                                        |
| 14.6 | Retention monies shall - Null                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 14.7 | Contract Price Adjustment: refer to pricing instructions in clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders.                                                                                                                                                                                                                                                             |



### C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE TENDERER

The Service Provider is .....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

Email: .....

The authorised and designated representative of the Service Provider is:

Name: .....

**Postal address** for receipt of communications is: .....

.....

Telephone: .....

Facsimile: .....

Physical Address: .....

Email: .....

| Key Persons                          | Name |
|--------------------------------------|------|
| Project Leader                       |      |
| Transport Engineer                   |      |
| Pavement Specialist (Roads Engineer) |      |
| GIS Specialist (Engineer/Technician) |      |
| Bridge Engineer                      |      |

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## **PART C2: PRICING DATA**

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**PART C2 : PRICING DATA**

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## **C2.1 PRICING INSTRUCTIONS**

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the standard specifications or the Scope of Works.

Quantity: The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.

Rate: The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.

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

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

Provisional Sum: An amount allowed for an item and its extent of which is alluded to in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not known.

Non-standard abbreviations which may appear in the Pricing Schedule are as follows:

|          |   |                 |
|----------|---|-----------------|
| No.      | = | number          |
| %        | = | percent         |
| L Sum    | = | Lump sum        |
| PC sum   | = | Prime cost sum  |
| Prov sum | = | Provisional sum |

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The quantities tendered by the Service Provider will be certified for payment as final quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the standard specifications and Project Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual

item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular / Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.8 Provisional Sums: Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed.

For each Provisional Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider, and
- A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Provisional Sum.

C2.1.9 Subject to the conditions stated clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

C2.1.10 A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.



- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.



**C2.2 PRICING SCHEDULE**

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## **SCHEDULE A**

TENDER NUMBER: TD 05/2021

## TENDER FOR PROVISION OF PROFESSIONAL SERVICES TO PIXLEY KA SEME DISTRICT MUNICIPALITY FOR RURAL ROAD ASSET MANAGEMENT SYSTEM

| SECTION 1000                     |                                                                                                                                               |          |          |              |           |    |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------|-----------|----|
| ITEM                             | DESCRIPTION                                                                                                                                   | UNIT     | QUANTITY | RATE         | AMOUNT    |    |
|                                  |                                                                                                                                               |          |          |              | R         | c  |
| 10,01                            | <b>NORMAL SERVICES</b>                                                                                                                        |          |          |              |           |    |
|                                  | 1) Road Asset Management System                                                                                                               | Sum      | 1        |              |           |    |
|                                  | 2) Automatic traffic counts                                                                                                                   | Number   | 96       |              |           |    |
|                                  | 3) Attending National Progress meetings (all inclusive rate)                                                                                  | Day      | 8        |              |           |    |
|                                  | 4) Attending Provincial Progress meetings (all inclusive rate)                                                                                | Day      | 12       |              |           |    |
|                                  | 5) Attending District Progress meetings (all inclusive rate)                                                                                  | Day      | 20       |              |           |    |
|                                  | 6) Cleaning and verification of data                                                                                                          | Months   | 20       |              |           |    |
|                                  | 7) Analysing, processing and submission of data sets                                                                                          | Number   | 6        |              |           |    |
|                                  | 8) Compilation of RAMP documents                                                                                                              | Number   | 3        |              |           |    |
|                                  | 9) Compilation of Grant Evaluation Report                                                                                                     | Number   | 3        |              |           |    |
|                                  | 10) Bridge and Culvert Condition Assessments                                                                                                  | Number   | 15       |              |           |    |
|                                  | 11) Procurement of Equipment, Hardware and Software                                                                                           | Prov Sum | 1        | R 250 000,00 | R 250 000 | 00 |
|                                  | 12) Handling costs                                                                                                                            | %        | 250 000  |              |           |    |
| 10,02                            | <b>TECHNICAL SUPPORT</b>                                                                                                                      |          |          |              |           |    |
|                                  | 1) Provision of technical support, monitoring and evaluation of RRAMS Programme including structural assessment of bridges and major culverts |          |          |              |           |    |
|                                  | a) Category A                                                                                                                                 | hr       | 60       |              |           |    |
|                                  | b) Category B                                                                                                                                 | hr       | 120      |              |           |    |
|                                  | c) Category C                                                                                                                                 | hr       | 180      |              |           |    |
|                                  | d) Category D                                                                                                                                 | hr       | 300      |              |           |    |
| 10,03                            | <b>TRAINING</b>                                                                                                                               |          |          |              |           |    |
|                                  | Provision of training, number of days or part thereof including disbursements and training material.                                          |          |          |              |           |    |
|                                  | 1) RRAMS programme overview and induction training                                                                                            | Day      | 6        |              |           |    |
|                                  | 2) Pavement Assessments and calibration                                                                                                       | Day      | 6        |              |           |    |
|                                  | 3) Bridge and Culvert Assessment and calibration                                                                                              | Day      | 2        |              |           |    |
|                                  | 4) Road inventory training                                                                                                                    | Day      | 3        |              |           |    |
|                                  | 5) Other trainings e.g. OH&S, First Aid, Driver, GIS, ect.                                                                                    | Prov Sum | 1        | R 300 000,00 | R 300 000 | 00 |
|                                  | 6) Handling costs                                                                                                                             | %        | 300 000  |              |           |    |
| 10,04                            | <b>INDEPENDENT PAVEMENT ASSESSMENT</b>                                                                                                        |          |          |              |           |    |
|                                  | Appointment of Independent pavement assessment specialist for 10% verification                                                                |          |          |              |           |    |
|                                  | 1) Pavement Assessment                                                                                                                        | Prov Sum | 1        | R 300 000,00 | R 300 000 | 00 |
|                                  | 2) Handling costs                                                                                                                             | %        | 300 000  |              |           |    |
| 10,05                            | <b>DISBURSEMENTS</b>                                                                                                                          |          |          |              |           |    |
|                                  | 1) Travelling and Accommodation                                                                                                               |          |          |              |           |    |
|                                  | a) Travelling expenses                                                                                                                        | km       | 15 000   |              |           |    |
|                                  | b) Travelling time                                                                                                                            | hr       | 150      |              |           |    |
|                                  | c) Accommodation and subsistence expenses                                                                                                     | day      | 36       |              |           |    |
| TOTAL CARRIED FORWARD TO SUMMARY |                                                                                                                                               |          |          |              |           |    |



## **CALCULATION OF TENDER SUM**

**CALCULATION OF TENDER SUM**

| SUMMARY SCHEDULE                                                                |                 |        |
|---------------------------------------------------------------------------------|-----------------|--------|
| SECTION                                                                         | Description     | Amount |
| 10.01                                                                           | NORMAL SERVICES |        |
|                                                                                 |                 |        |
| TOTAL OF SCHEDULE                                                               |                 |        |
| PROVISION FOR VAT ON ITEMS 15%                                                  |                 |        |
| TOTAL TENDER SUM (including VAT)<br>(CARRIED FORWARD TO FORM OF OFFER (C1.1.1)) |                 |        |

|                 |  |              |  |
|-----------------|--|--------------|--|
| SIGNATURE       |  | NAME (PRINT) |  |
| CAPACITY        |  | DATE         |  |
| NAME OF COMPANY |  |              |  |

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## **PART C3: SCOPE OF WORK**

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## **PART C3: SCOPE OF WORK**

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### **C3 SCOPE OF WORKS**

#### **C3.1 GENERAL REQUIREMENTS**

##### **C3.1.1 BACKGROUND**

The National Department of Transport (DoT), as part of the S'Hamba Sonke Programme, has provided grant funding for the implementation of Road Asset Management Systems (RAMS) as set out in the framework for the Rural Road Asset Management System Grant (RRAMS), Division of Revenue Act (DORA).

The RRAMS unit is structured in such a manner that it falls under the Infrastructure, Development, Housing and Planning Directorate of the District Municipality. Currently the district has 3 Civil Engineering Graduates employed under the programme and therefore planned to employ another graduate on a 3 year contract.

The services of a consulting engineering firm is required to render technical support to the institution with the implementation of the programme for a maximum period of three financial years ending 30 June 2024.

The appointment will be done in terms of the Engineering Council of South Africa (ECSA) Guideline Scope of Services for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) and Government Gazette.

##### **C3.1.2 SCOPE OF REQUIREMENTS**

This section covers matters that relate to the Contract as a whole. Definitions, phrases or wording that would otherwise require repetition in other sections of this document are also covered in this section. Matters covered by the General and/or Particular Conditions of Contract are not repeated in this section, except to provide more detailed information.

##### **C3.1.3 LOCATION OF THE PROJECT**

The project is located in Pixley ka Seme District Municipal area which includes eight local municipalities and 24 towns. They range to medium sized towns with a population of ±30 000 to very small towns with a population of a few thousands.

##### **C3.1.4 DESCRIPTION OF THE PROJECT**

Various Acts, inter alia, the Division of Revenue Act (DORA), requires rural district municipalities to set up a road asset management system and collect road and traffic data in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA).

Besides the Road Infrastructure Strategic Framework for South Africa (RISFSA) requirements, additional requirements are prescribed by the following authorities:

- Department of Transport (national): methodology and RRAMS systems specifications
- National Treasury: requirements as defined in the Division of Revenue Bill (DORA) as published in the Government Gazette.
- Extract from the Division of Revenue Act that clearly defines the conditions of the specific conditional grant:

##### **C3.1.5 STRATEGIC GOAL**

Ensure efficient and effective investment in rural municipal roads through development of Road Asset Management Systems (RAMS) and collection of data

##### **C3.1.6 GRANT PURPOSE**

To assist rural district municipalities to set up rural RAMS, and collect road, bridges and traffic data on municipal road networks in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA)



### C3.1.7 DORA CONDITIONS

- Road authorities must conduct regular condition assessments for paved and unpaved roads, structure, traffic data and any other road inventory data;
- District municipalities must provide local municipalities with validated information from the condition data collected to enable municipalities to identify and prioritise road maintenance requirements within their own budgets, to improve the condition and extend the lifespan of road infrastructure;
- District municipalities must submit an approved business plan and update RAMS data in TMH18 format by end of May every year;
- Data collection must be in terms of the asset management practice note issued by the DoT;
- The framework must be read in conjunction with the practice note as agreed with National Treasury ;
- Systems developed to record data must be compatible with DoT specifications;
- District municipalities must participate in grant management structures, including attending quarterly RRAMS meetings;
- A maximum of five per cent may be used for municipal costs incurred as part of coordination, project management and reporting by the district municipality. This must not be used to appoint municipal officials;
- District municipalities must appoint an independent assessor to assess a representative sample of all roads assessed (which is about 10 per cent of their assessed network) to confirm the correctness of the assessment made by the municipality;

### C3.1.8 GENERAL REQUIREMENTS

- District municipalities must submit the above data to the national repository as per the format described in TMH18
- For RISFSA Class R1, R2 and R3 roads, data collection requirements are:
  - visual condition data not older than two years for pavements and five years for bridges
  - instrumental pavement data for roughness, rut depth and macro texture not older than two years
  - instrumental pavement data for structural strength not older than five years
  - traffic data not older than three years
- For RISFSA Class R4 and R5 roads, data requirements are:
  - visual condition data not older than three years for pavements and five years for bridges
  - traffic data not older than five years
- Systems developed to record data must be compatible with DoT specifications (TMH26 and TMH22) for uniformity;

### C3.1.9 DORA ALLOCATION

Pixley ka Seme District Municipality's allocation for the MTEF is as follows:

| Year                                 | 2021/22   | 2022/23   | 2023/24   |
|--------------------------------------|-----------|-----------|-----------|
| Pixley ka Seme District Municipality | 3 076 000 | 3 227 000 | 3 231 000 |

The information provided is only for information purposes and the tenderers prize needs determining taking the following aspects in consideration.

### C3.1.10 PROJECT PROGRAMME

The Service Provider shall support the district municipality in such a manner that the requirements of the grant is met at the different milestones therefore a programme is necessary to keep track of progress and to



ensure that targets are met. The tenderer shall provide a programme covering all activities to complete the various phases of the total project within the milestone dates as specified

#### **C3.1.11 PENALTIES AND DELAYS**

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of information or documents in the following instances:

- a) Road Asset Management Business Plan RAMP end of May
- b) TMH18 compliant Assessment Data end of May
- c) Grant Evaluation Report end of August
- d) Updated TMH18 compliant Assessment Data end of September.

The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to the Employer at least three working days prior to any deadlines for discussion and finalisation thereof. The Service Provider shall thus take this period into account in compiling its programme.

Any delays to the above programme that are attributable to the Employer, or to other approved mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance.

#### **C3.1.12 KEY PERSONNEL**

The key personnel required for this project are listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer, and each candidate must complete the relevant forms included in the Returnable Schedules. When a proposed candidate for any position is not in permanent employ of the tenderer, but a contracted person, a signed letter of consent from the candidate must be scanned in and submitted with the relevant forms. An individual, except for the site staff may be proposed to carry out a number of functions, in which instance, however, a separate form is to be completed for each separate function proposed. The threshold of the Technical Proposal indicates the importance of the quality and standard of engineering and administration expected of the Service Provider. Any changes to the key personnel, as proposed in this tender, after award will thus only be permitted in exceptional circumstances. In such circumstances the competence and experience of any replacement personnel shall also meet the threshold of the Technical Proposal. Re-evaluation by the Employer of any replacement personnel shall be paid for by the Service Provider as specified in Clause 3.7.3.

#### **C3.1.13 PROGRESS/ REPORT MEETINGS**

The Service Provider shall meet with the Employer at least once a month or as and when instructed by the Employer to discuss the progress of the Services. The Service Provider shall also submit progress reports regarding the programme implementation if needed.

#### **C3.1.14 PROCEDURE FOR PROCUREMENT OF SUB-SERVICE PROVIDERS**

Provisional sums have been provided in the pricing schedule if work is required to be undertaken by external sub-service providers. Procurement of such services, or any other services that may be required (e.g. Independent Visual Assessment of 10% of the network, Structural Assessment of bridges and major culverts, etc.) shall be undertaken by means of a quotation/tender process.

- a) The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standard procurement policies to all potential sub-service providers who shall submit their quotations/tenders, in a sealed envelope, by the date and time agreed. If deemed necessary, quotations/tenders will be opened in public.
- b) The Service Provider shall analyse all quotations/tenders received, and
- c) Submit recommendations to the Employer for approval prior to the appointment of any sub-service provider.

- d) Once approved, the Service Provider shall enter into an agreement with the sub-service provider with a copy of same submitted to the Employer.

The handling fee tendered for any such Provisional Sums shall include all costs associated with compiling the procurement documentation, selecting the sub-service provider and managing the sub-service contract.

### **C3.2 SCOPE OF SERVICES**

This section covers the scope of services required for the project.

#### **C3.2.1 STANDARDS**

Various Technical Recommendations, Technical Guidelines and Methods form part of the minimum conditions and standard for the road asset management. The most significant standards are:

- TMH22: Road Asset Management Manual
- TMH 9: Visual Assessment Manual for Flexible Pavements
- TRH4: Flexible pavement design
- Guideline for Human Settlement Planning and Design Vol 1-2
- UTG 1- 5: Urban Technical Guidelines
- TRH14: Guidelines for road construction materials
- TMH7: Code of practice for the design of highway bridges, and culverts in South Africa, parts 1 to 3.
- TRH20: The structural design, construction and maintenance of unpaved roads. 1990.
- TRH 12: Flexible pavement rehabilitation investigation and design. 1997.
- TMH 19: Manual for Visual Assessment of Road Structures

#### **C3.2.2 ASSESSMENT CRITERIA AND INTERVALS**

DORA requires visual condition data assessments of roads for local municipalities at a frequency of every 3 years. Traffic assessments are executed every 5 years. Structures (unless otherwise dictated by structural condition) should be assessed every 5 years. Ancillary road assets e.g. road signs are assessed every 3 years. The TMH22 provides standards for the level of service to be provided by the road assets.

#### **C3.2.3 EXISTING DATA**

Existing information with respect to the project is in given as an annexure in PART C4: SITE INFORMATION.

#### **C3.2.4 NORMAL SERVICES TO BE RENDERED**

The following services are to be rendered by the successful tenderer:

- Provision or utilisation of Road Asset Management System (RAMS) that complies with the criteria listed in Annexure A page T1-24
- Conducting automated traffic counts at strategic links within the 24 towns located in the district;
- Attending various RRAMS national, provincial and district meetings;
- Provision of technical support in relation with:
  - Uploading the existing road network and update thereof;
  - Monitoring and evaluation of operations - visual assessment, road inventory, traffic data;
  - Analysis of visual assessment and traffic data - to verify, clean, processing and analysis thereof;
  - Compiling reports e.g.:
    - Quarterly progress reports;
    - Road Asset Management Plans for the district and 8 local municipalities;
    - Grand Evaluation Report, and
    - TMH 18 format data set.
- Conducting structural assessment of bridges and major culverts;



- Provision of computer hardware, software, tablets, GPS and other equipment needed for the RRAMS programme;
- Provide training e.g. RAMS system, Visual Assessment and/or Calibration, GIS, Health and Safety, etc. traffic counting;
- 10% Independent pavement assessment

Note:

- The description of the services to be rendered that follows is not necessarily complete and shall not limit the work to be carried out under this contract.
- Due to the nature of the programme the Consultant may be called upon to do assist the district municipality with other civil engineering design work as and where needed, in which case the Consultant shall proceed to carry out the work without delay and report the extent of the work carried out.
- Details of the services to be rendered and estimated quantities of the various activities to be carried out under the contract are given in Section C2 : Pricing Data.

### C3.3 FEE PROPOSAL GUIDELINES

Please take note of the following extracted guidelines and use this guideline to gauge your Tender price for professional services offered. Based on Engineering Council of South Africa (ECSA) Guidelines Scope of Services and Tariff of fees, Government Gazette No. 39480, 04 December 2015; Board Notice 1538 of 2015.

Applicable time based fees may be claimed after each stage of services or monthly or as agreed between the consulting engineer and the client.

#### C3.3.1 TIME BASED FEES

Appointments for time based fees are normally made where the scope of work is not clearly defined at the time of appointment of the consulting engineer. This provides an opportunity for both the client and consulting engineer to modify the scope as work proceeds in order to develop confidence in the study and design outputs and to investigate issues that are uncovered as the work progresses. Time based fees are also appropriate on small projects, and for certain types of specialist appointment.

- Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the consulting engineer as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
  - Time based fees are calculated by multiplying the agreed hourly rate which is applicable to the consulting engineer or any other technical staff employed by the consulting engineer, with the actual time spent by such technical staff in rendering the services required by the client.
  - Technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for projects.
- To determine the time based fee rates the persons concerned are divided into:-
  - Category A, in respect of a private consulting practice in engineering, shall mean a top practitioner with over 20 years of experience whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
  - Category B, in respect of a private consulting practice in engineering, shall mean a person with over 10 years of experience who acts as partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or a person that takes responsibility for the projects and related



liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

- iii) Category C, in respect of a private consulting practice in engineering, shall mean all salaried professional staff who are registered as such in terms of applicable Acts and with adequate expertise (in the range of 3 to 15 years) and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
- iv) Category D, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.

### C3.4 MEASUREMENT AND PAYMENT

| Item  |                                                                                             | Unit            |
|-------|---------------------------------------------------------------------------------------------|-----------------|
| 10.01 | <b>Normal Services</b>                                                                      |                 |
| 1)    | Provision and utilisation of a Road Asset Management System (RAMS) .....                    | Sum             |
| 2)    | Automatic traffic counts .....                                                              | Number          |
| 3)    | Attending National Progress meetings .....                                                  | Day             |
| 4)    | Attending Provincial Progress meetings .....                                                | Day             |
| 5)    | Attending District progress meetings .....                                                  | Day             |
| 6)    | Cleaning and verification of data for visual assessments, road inventory, road network..... | Months          |
| 7)    | Analysing, processing and submission data sets .....                                        | Number          |
| 8)    | Compilation of RAMP documents .....                                                         | Number          |
| 9)    | Compilation of grant evaluation report.....                                                 | Number          |
| 10)   | Bridge and major culvert condition assessment .....                                         | Number          |
| 11)   | Procuring Equipment, Hardware, Software .....                                               | Provisional Sum |
| 12)   | Handling costs .....                                                                        | Percentage      |

- 1) The sum tendered shall cover the cost to provide or utilisation of a RAMS system ready for use, which complies with NDOT and DORA requirements, licenses for 8 users for 3 years. Rate to cover all costs associated with uploading the existing road network, setup and maintenance costs, training of municipal officials in the use of the system e.g. uploading and cleaning of data, analysis of data and generating reports and etc.
- 2) The rate tender shall cover all costs associated to execute 7-day automatic traffic counts at identified nodes in the 24 towns situated in the district. The rate shall cover all costs associated (travelling expenses, time and disbursements) including the compilation of a traffic data report according to TMH18 format.
- 3) The unit for the items 3 – 5 is the number of days to attend National meetings held in Gauteng, Provincial Progress meetings held either in Upington, Springbok, Kuruman or Kimberley and District Progress meetings in De Aar respectively. The rate shall cover all costs (travelling expenses, time and disbursements) to attend.
- 6) Cleaning and verification of data collected by the graduates (network, visual and bridge assessments, traffic data and inventory items) is needed, in order to ensure credible data is submitted. The unit is the number of months and the rate shall cover all costs related to the activity.
- 7) The unit is the number of datasets submitted (2 per year) which are TMH18 and TMH22 compliant. The rate shall cover all costs associated with the activity to analyse, process and submit the data in the correct format.
- 8) The rate shall cover all costs associated to compile a TMH22 compliant RAMP document and submission to NDOT. The data must be summarized for the district and per local municipality in order to compile RAMP documents for the local municipalities in the district.
- 9) A grant evaluation report needs to be submitted annually, the rate shall cover all costs in providing the relevant information and assistance compiling the report.
- 10) The rate shall cover all costs including travelling expenses, time and disbursements associated to assess identified culverts and bridges in the district and to produce the necessary report according to TMH19.
- 11) Procurement of equipment, computer hardware and software and other electronic devices needed for the programme are allowed in the Pricing Schedule under a Provisional Sum item.

Rates tendered shall include full compensation for materials, printing and all other costs associated with the activity and to include all expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering the service.

| Item  |                                                                                             | Unit |
|-------|---------------------------------------------------------------------------------------------|------|
| 10.02 | <b>Technical Support</b>                                                                    |      |
| 1)    | Provision of technical support, monitoring and evaluation in relation with RRAMS programme. |      |
| a)    | Category A.....                                                                             | hr   |
| b)    | Category B.....                                                                             | hr   |
| c)    | Category C.....                                                                             | hr   |
| d)    | Category D.....                                                                             | hr   |

The unit of measurement shall be the hour. Rates tendered shall include full compensation for personnel, materials, printing and all other costs associated with the activity.

The hours will be subdivided between the different activities which include:

- o Project management;
- o Visual assessment inspections;

| Item  |                                                                         | Unit            |
|-------|-------------------------------------------------------------------------|-----------------|
| 10.03 | <b>Training</b>                                                         |                 |
| 1)    | RRAMS programme overview and induction training.....                    | Number          |
| 2)    | Pavement Assessments and calibration.....                               | Number          |
| 3)    | Bridge and Culvert Assessment and calibration.....                      | Number          |
| 4)    | Road Inventory training.....                                            | Number          |
| 5)    | Other trainings provided by 3 <sup>rd</sup> parties e.g. GIS, OH&S..... | Provisional Sum |
| 6)    | Handling costs .....                                                    | Percentage      |

The unit of measurement for item 1 - 4 shall be the number of days or part thereof for training to be provided at the institution in De Aar, for the different aspects, irrespective of the number of participants over the three year period.

Rates tendered shall include full compensation for the travelling expenses, time, disbursements, materials, printing and all other costs associated with the activity and to include all expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering the training.

| Item  |                                        | Unit            |
|-------|----------------------------------------|-----------------|
| 10.04 | <b>Independent Pavement Assessment</b> |                 |
| 1)    | Pavement Assessment.....               | Provisional Sum |
| 2)    | Handling costs .....                   | Percentage      |

Provision for the services by an independent assessor specialist / sub-service provider has been made in the Pricing Schedule under a Provisional Sum item.

| Item  |                                              | Unit |
|-------|----------------------------------------------|------|
| 10.05 | <b>Disbursements</b>                         |      |
| 1)    | Travelling and Accommodation                 |      |
| a)    | Travelling expenses.....                     | km   |
| b)    | Travelling time .....                        | hr   |
| c)    | Accommodation and subsistence expenses ..... | day  |

Rates for the above items shall include all expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering their services.

- a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff by means of: private motor transport, including any parking charges, toll fees and



related expenses; a scheduled airline or a train, bus, taxi or hired car; or non-scheduled or privately owned air transport.

- b) Travelling time on the basis of the rate shall for all time spent in travelling by the consulting engineer or members of his staff envisage for the different stages and period as stated.
- c) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff;

# **PART C4: INFORMATION**

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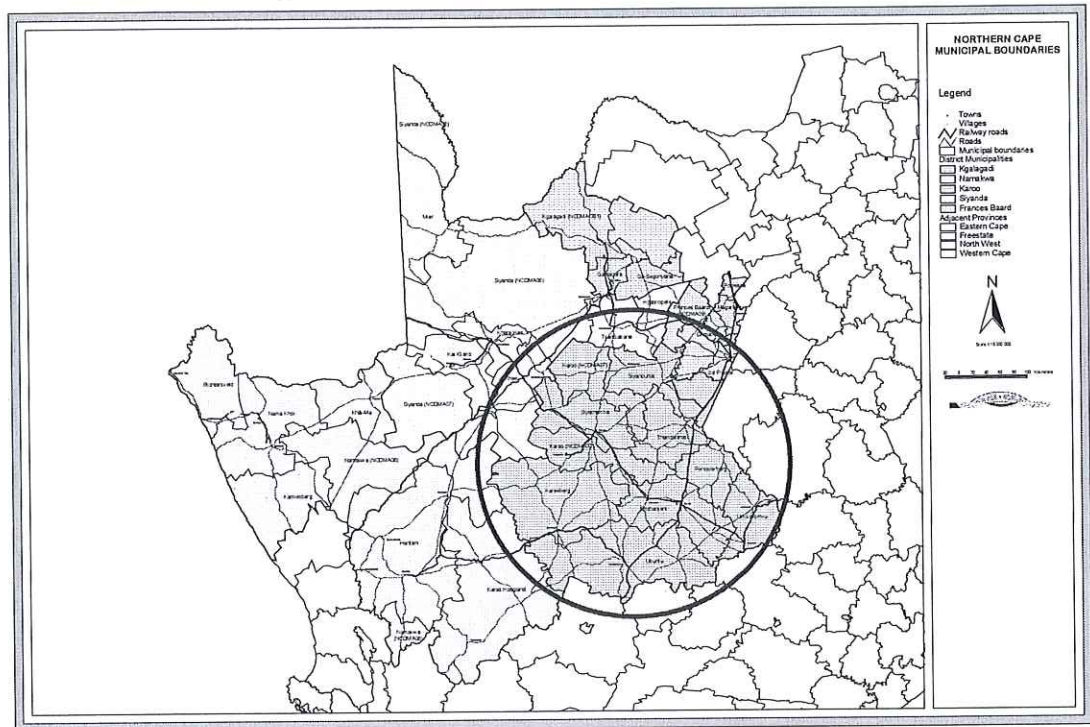
|                                                   |          |
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## PART C4: SITE INFORMATION

#### C4.1 LOCATION OF THE PROJECT

The Pixley ka Seme District Municipality lies in the south-east corner of the Northern Cape Province and shares its borders with three other provinces namely, the Free State province to the east, the Eastern Cape to the south-east and the Western Cape to the south-west. It is one of the five district municipalities in the province and is the second largest covering a surface area of 103 410 km<sup>2</sup>.



Pixley ka Seme District Municipality is made up of eight (8) category B municipalities. The category B municipalities include: Emthanjeni, Kareeberg, Renosterberg, Siyancuma, Siyathemba, Thembelihle, Ubuntu and Umsobomvu municipality. The number of towns falling under the jurisdiction of the Pixley ka Seme District municipal area is 24. They range to medium sized towns with a population of  $\pm 30\,000$  to very small towns with a population of a few thousands. Because of the sparsely distribution of the population long distances must be travelled in order to serve the different communities.

The District municipal area is ideally located at some key major routes such as the N1 from the Northern Province, Pretoria and Johannesburg to Cape Town. The N9 route from Colesberg joining the N10 to Port Elizabeth and the rest of the Eastern Cape, the N12 route from Johannesburg via Kimberley to Cape Town, the N10 from Namibia via Upington linking Namibia to the Eastern Cape go through the region.

## C4.2 AVAILABLE INFORMATION

### C4.2.1 Disclaimer

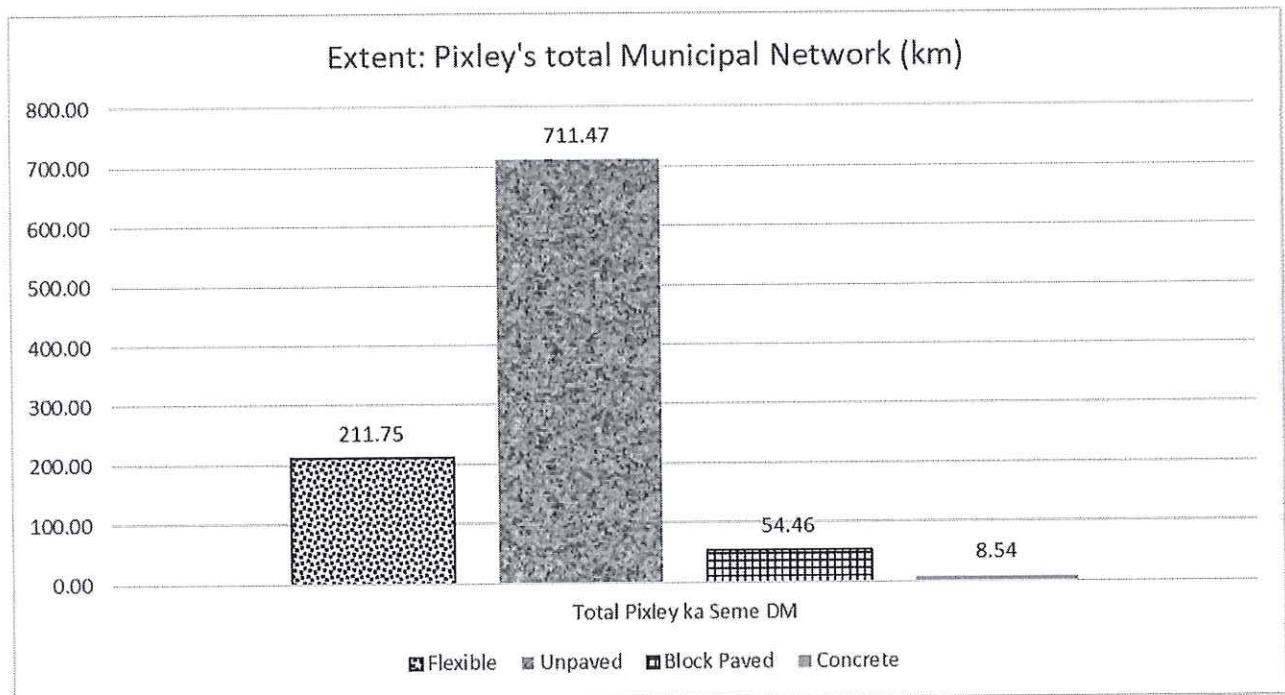
This document sets out the results and/or conclusions derived from various research and investigations done.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of the actual conditions that may be encountered, the intention being to give an indication of the conditions most likely to be encountered.

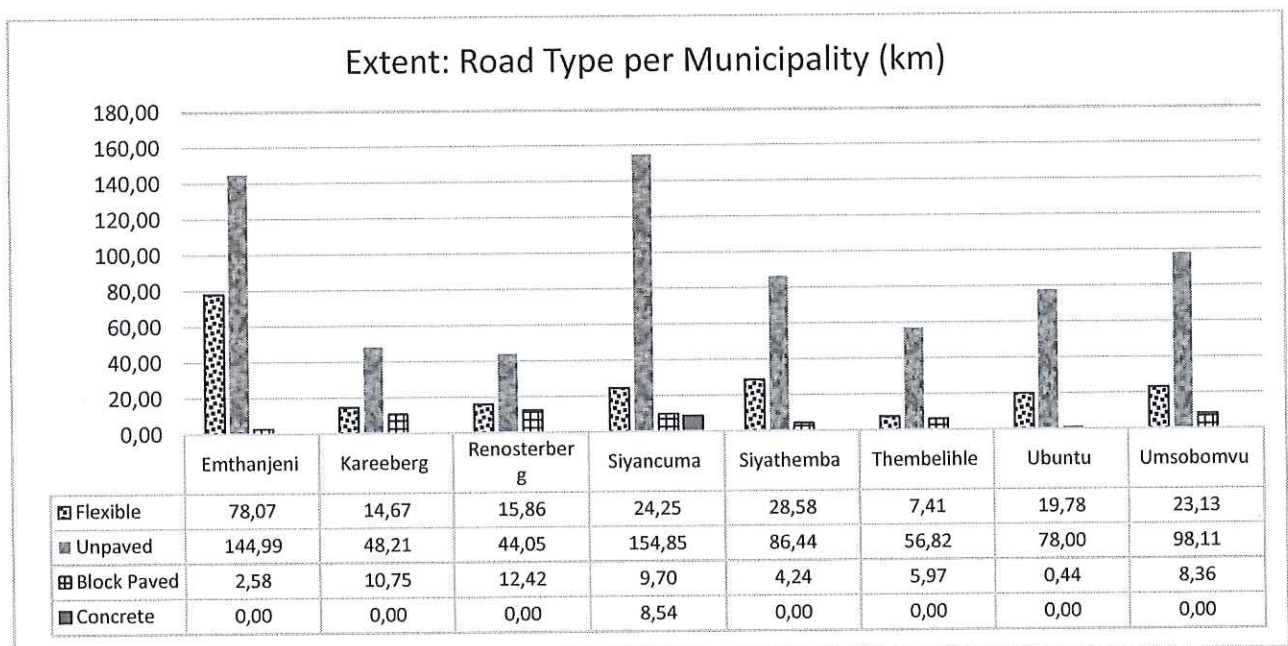
### C4.3 RAMS INFORMATION

#### C4.3.1 Network Extend

The extend of the municipal road network per surface type are as follows.

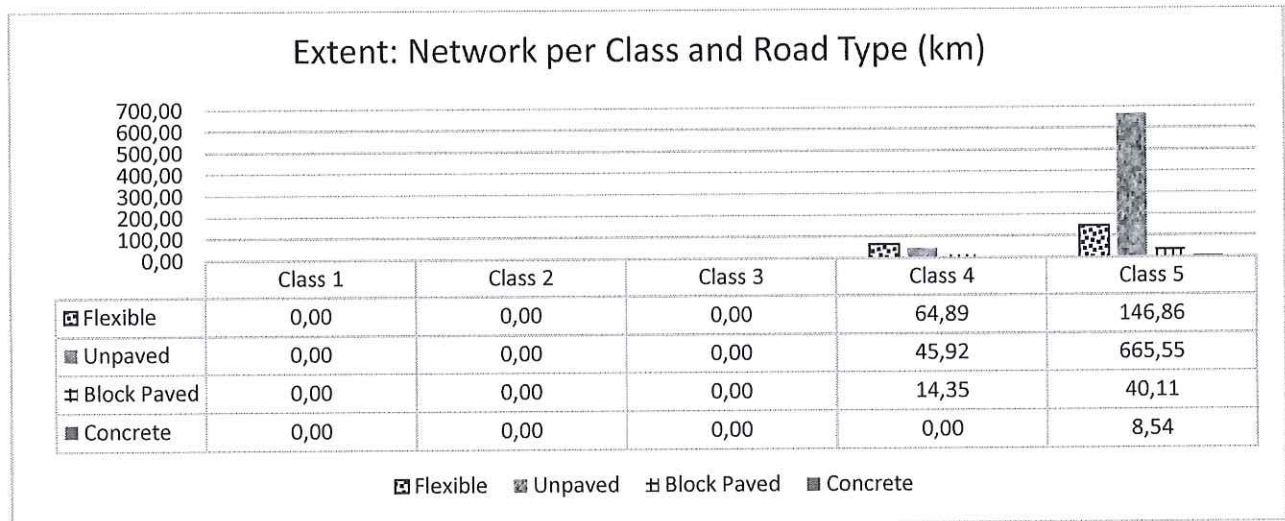


The network below reflects the assessed and cleaned road network for each municipality in the district.





The extent of the network per Class and road type is indicated as follows:



#### C4.3.2 Traffic Data

Usage data is obtained by showing the sum of vehicle-kilometres (veh.km) for each road class and road type. The next table indicates the vehicle-kilometres per Road Type and Class for Pixley Ka Seme District Municipality.

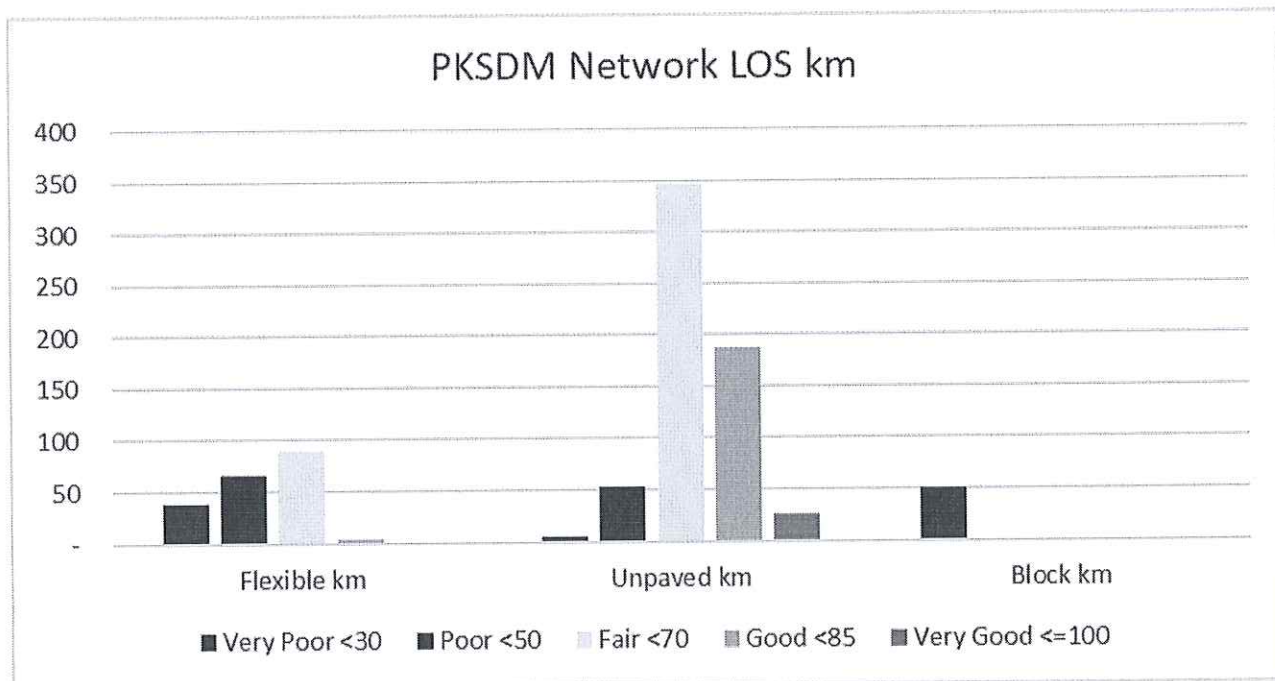
| Surface Type | Usage v.km    |               |               |
|--------------|---------------|---------------|---------------|
|              | Class 4 Roads | Class 5 Roads | Total         |
| Flexible     | 11 087        | 10 251        | 21 338        |
| Unpaved      | 4 518         | 29 739        | 34 257        |
| Block        | 1 420         | 2 292         | 3 712         |
| Concrete     | -             | 81            | 81            |
| <b>Total</b> | <b>17 025</b> | <b>42 363</b> | <b>59 389</b> |

#### C4.3.3 Network Condition

The condition of the road network was visually assessed using the prescribed methods contained in the TMH documents.

The general condition of the road network is described in terms of a Visual Condition Index (VCI). The visual assessment data, expressing the condition of the surfacing, the structural condition and functional condition through the degree and extent of occurrence.





#### C4.3.4 Bridge and Major Culvert Assessments

The first round of structural bridge assessments was conducted in the previous round and will be assessed again. Thirteen (13) bridges were identified that needs to be assessed by a qualified professional bridge engineer.

Information of the bridges assessed is given in the next table.

| Municipality | Structure No | Structure Name            | Structure Type  | Structure Description                                  | Overall Length (m) |
|--------------|--------------|---------------------------|-----------------|--------------------------------------------------------|--------------------|
| Umsobomvu    | Noupoort 1   | Drikkie Du Toit           | Bridge          | 3 span reinforced concrete Bridge                      | 20.50              |
| Umsobomvu    | Noupoort 2   | Nouport Culvert           | Culvert Major   | 2 cells Major Culvert, precast portal                  | 8.50               |
| Ubuntu       | Richmond     | Richmond Causeway         | Bridge Cellular | 15 cells Major Culvert, precast portal                 | 17.50              |
| Emthanjeni   | De Aar       | De Aar Culvert            | Culvert Major   | 2 cells Major Culvert, precast portal                  | 8.00               |
| Siyathemba   | Prieska 2    | Prieska Culvert 2         | Culvert Major   | 3 cells Major Culvert, precast portal                  | 4.50               |
| Siyathemba   | Prieska 4    | Prieska Pedestrian Bridge | Bridge          | 7 span pedestrian bridge                               | 64.50              |
| Umsobomvu    | Colesberg 1  | Colesburg Bridge 1        | Culvert Major   | 2 cells Major Culvert, reinforced concrete and masonry | 10.50              |

| Municipality      | Structure No     | Structure Name                | Structure Type        | Structure Description                                      | Overall Length (m) |
|-------------------|------------------|-------------------------------|-----------------------|------------------------------------------------------------|--------------------|
| Umsobomvu         | Colesberg 3      | Colesburg Bridge 3            | Culvert Major         | Single cell Major Culvert, reinforced concrete and masonry | 5.50               |
| Umsobomvu         | Colesberg 2      | Gereformeero e Bridge         | Bridge                | Single span reinforced concrete and masonry Bridge         | 7.00               |
| Umsobomvu         | Colesberg 4      | Colesburg Bridge 4            | Culvert Major         | Double cell major culvert, reinforced concrete             | 7.00               |
| Umsobomvu         | Colesberg 5      | Correctional Services culvert | Culvert Major         | 2 cells Major Culvert, reinforced concrete and masonry     | 7.00               |
| <i>Siyathemba</i> | <i>Prieska 1</i> | <i>Prieska 1</i>              | <i>Culvert Lesser</i> | <i>2 cells Major Culvert, precast portal</i>               | <i>5.00</i>        |
| Siyathemba        | Prieska 3        | Prieska Culvert 3             | Culvert Major         | 5 cells Major Culvert, precast portal                      | 5.00               |

#### C4.3.5 Human Resources

The RRAMS unit is structured in such a manner that it falls under the Infrastructure, Development, Housing and Planning Directorate of the District Municipality. Currently the district has 3 graduates and 2 data capturers employed under the programme so the appointed service provider do not have to appoint any graduates for the programme.