



BID NUMBER: SK8/3/1-35/2022/23

BID DOCUMENT FOR:

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR
OF A ROAD ASSET MANAGEMENT FOR A PERIOD OF 3 (THREE)
YEARS FOR SEKHUKHUNE DISTRICT MUNICIPAL AREA**

BIDDER:

NO COMPULSORY BRIEFING SESSION:

CLOSING DATE: 07 OCTOBER 2022

CLOSING TIME: 10H00 AM

ISSUED AND PREPARED BY:

SEKHUKHUNE DISTRICT MUNICIPALITY
CNR VAN RIEBEEK AND CHRIS WIID STREET,

PRIVATE BAG X8611,
GROBLERSDAL,
0470
TEL: (013) 262 7300
FAX: (013) 262 3688

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TENDER (T1)

PART 1 OF 2 TENDERING PROCEDURES

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



BID NO. SK8/3/1-35/2022/23

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR IMPLEMENTATION OF A ROAD ASSET MANAGEMENT SYSTEM FOR A PERIOD OF 3(THREE) YEARS.

Bids are hereby invited from experienced Professional Service Providers for the implementation of a Rural Roads Asset Management System in the Sekhukhune District Municipality.

Bid documents will be available from Tuesday, 06 September 2022 at Sekhukhune District Municipality Cashiers Office, Bareki Mall Offices, cnr Van Riebeeck and Chris Wiid Street, Groblersdal 0470, only upon receipt of non-refundable tender deposit of R500.00 payable by cash or free if downloaded from www.etenders.gov.za.

Please note that:

- This proposal will be evaluated in terms of the Supply Chain Management Policy
- Bidders must submit any form of registration with CIPC
- SARS pin, Valid Tax Clearance Certificate or Tax Clearance Certificates of All Partners (in the case of a joint venture) must be submitted.
- Bidders must be registered on the Central Supplier Database (CSD).
- Bidders must submit their latest Municipal account with the address corresponding to the company's address on CIPC registration document or a Lease Agreement
- No proposals will be considered from persons in the service of the state, and
No late proposals will be accepted for consideration.

Complete bid documents, fully priced and signed, must be sealed in an envelope marked Bid No. SK8/3/1-35/2022/23: **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR IMPLEMENTATION OF A ROAD ASSET MANAGEMENT SYSTEM FOR A PERIOD OF 3(THREE) YEARS FOR SEKHUKHUNE DISTRICT MUNICIPALITY: CLOSING DATE: 07 OCTOBER 2022 @ 10:00AM** and should be deposited in the Bid Box available at Groblersdal Fire Station, 29 Van Riebeeck Street (R33), Groblersdal no later than 07 October 2022 @ 10:00am.

Queries related to the bid can be addressed to:

Enquiries: Technical matters –
Mr. KARABO RAMADJE
Contact Number: (013) 262 7535

SCM matters –
Mr. VOSTER MASEMOLA
Contact Number: (013) 262 7300

Ms. MAUREEN NTSHUDISANE
MUNICIPAL MANAGER

T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3:2015.

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

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording/Data
3.1	The Employer is the Sekhukhune District Municipality.
3.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 – Conditions of Tender and Tender Data T1.3 - Evaluation Criteria</p> <p>Part T2: Returnable Documents T2.1 - List of Returnable Documents T2.2 - Returnable Schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data C1.1: Form of Offer and Acceptance C1 .2: Contract Data.</p> <p>Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Pricing Schedule</p> <p>Part C3: Scope of Works C3.1: Project Description C3.2: Project Specifications</p>
3.4	<p>Sekhukhune District Municipality's contact details are as follows:</p> <p>Name: Karabo Ramadje Address: Van Riebeek and Chris Wiid Street, Groblersdal,0470 Tel: 013 262 7300 E-mail: ramajek@sekhukhune.gov.za</p>
3.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

Clause	Wording/Data
3.6.1	<p>Add the following:</p> <p>The tenderer shall provide Personnel as listed below in the Contract Data section.</p> <p>Only tenderers who have, in their employment, suitably experienced Key Persons who will be available for the execution and completion of this project are eligible to submit tenders.</p> <p>The following shall be the Key Personnel.</p> <p>PROJECT ENGINEER/DIRECTOR must be registered with ECSA as a professional engineer/technologist. The prospective tenderers must submit proof of registration with ECSA with at least seven (7) years verifiable post qualification experience in pavement management, Transportation Planning, and Project Management. Certified copies of the professional registration certificate or the applicable registration number must be attached as part of the tender document.</p> <p>OVERALL PROJECT MANAGER must have <u>at least 7 years</u> relevant experience (obtained in past 10 years) in managing PMS/RAMS project implementation PMS/RAMS operational activities</p> <p>PROJECT MANAGER FOR VISUAL ASSESSMENT must have a minimum of <u>5 years</u> previous relevant experience, (obtained over the past 8 years), in managing such activities.</p> <p>01 N° ROAD VISUAL ASSESSOR with at least 3000 km of paved roads assessment experience and a minimum. of 2000 km of unpaved roads visual assessment experience are to be provided.</p> <p>GIS PRACTITIONER registered with the South African Geomatics Council (SAGC), with at least eight (8) years verifiable post qualification experience.</p>
4.7	No compulsory briefing session.
4.8	No alternative offers will be considered
4.13.1	<p>Tenderers may only offer to provide services or supplies identified in the contract data to complete the Whole Works.</p> <p>The amount reflected on the Form of Offer takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the Form of Offer does not state a value or figure, the bidder will be regarded as having made no offer.</p>
4.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid section (T1.1).
4.13	A two-envelope procedure will not be followed.
4.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender section T1.1.</p> <p>Bid closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.</p>
4.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.16	The tender offer validity period is 90 days from the tender closing date

Clause	Wording/Data
5.4	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid section (T1.1).
F.3.9.1	<p>Add a new bullet: "In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Tenderer will be requested:</p> <p>–</p> <p>(a) to justify any specific rate or rates, i.e., to give a financial breakdown of how such rate or rates were obtained,</p> <p>and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F3.9.2 (c) unchanged and fixed. It must be understood that in the event of the tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender."</p>
F.3.13.1	<p>Tender offers will only be acceptable if:</p> <p>(a) the tenderer has completed and signed Form 1 B (Certificate of Authority for Signatory) if applicable.</p> <p>(b) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory).</p> <p>(c) all relevant certified information is submitted with the Tender.</p> <p>(d) all other Tender Conditions are complied with.</p> <p>Add the following:</p> <p>Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.</p>
	<p>Bid Closing: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the department will not take responsibility for any wrong delivery.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.</p>
F.3.17	The number of copies of the signed contract to be provided by the employer is one.

T1.3: EVALUATION CRITERIA

1.3.1 EVALUATION OF TENDERS ON QUALITY/FUNCTIONALITY

The procedure for the evaluation of responsive tenders is Method 4: Price, Quality, and Preference. In the case of a functionality.

- Tenderers will be assessed based on the prequalification criteria as set out in the table below. Tenderers scoring less than 75 points will be considered non-responsive.

The criterion for evaluating the functionality points Will be based on the following.

Key Personnel	- 55
Vehicles	- 10
Professional Indemnity Insurance	- 5
Appointment and Reference Letter	- 20
Quality Management	- 10

The breakdown of the functionality scoring is provided in the table below:

Evaluation Criteria		MAXIMUM Points Allocation
Key/Personnel		55
PROJECT ENGINEER/DIRECTOR (Referrer to Clause 3.6.1 on the Tender Data Section for Work Experience)	Over 7 years of similar training and Experience	20
	5 – 6 years of similar training and Experience	10
	3 – 4 years of similar training and Experience	5
	1 – 2 years of similar training and Experience	0
OVERALL PROJECT MANAGER (Referrer to Clause 3.6.1 on the Tender Data Section for Work Experience)	Over 7 years of similar training and Experience	20
	5 – 6 years of similar training and Experience	10
	3 – 4 years of similar training and Experience	5
	1 – 2 years of similar training and Experience	0
PROJECT MANAGER FOR VISUAL ASSESSMENT (Referrer to Clause 3.6.1 on the Tender Data Section for Work Experience)	Over 5 years of similar training and Experience	10
	3 - 4 years of similar training and Experience	5
	1 - 2 years of similar training and Experience	3
	0 years of similar training and Experience	0
GIS PRACTITIONER (Referrer to Clause 3.6.1 on the Tender Data Section for Work Experience)	Over 8 years of similar training and Experience	5
	5 - 7 years of similar training and Experience	3
	3 - 4 years of similar training and Experience	2
	1 – 2 years of similar training and Experience	0
Vehicles		10
5 and/or more vehicles for Graduate Interns to be able to execute the work without any logistical hindrance (Copy of e- Natis or vehicle registration certificate or Letter of Intent in case of Hiring of the vehicles for the duration of the contract)		10
3-4 vehicles for Graduate Interns to be able to execute the work without any logistical hindrance (Copy of e- Natis or vehicle registration certificate or Letter of Intent in case of Hiring of the vehicles for the duration of the contract)		7
1-2 vehicles for Graduate Interns to be able to execute the work without any logistical hindrance (Copy of e- Natis or vehicle registration certificate or Letter of Intent in case of Hiring of the vehicles for the duration of the contract)		3
No vehicles		0

Evaluation Criteria		MAXIMUM Points Allocation
Professional Indemnity Insurance		5
Included		5
Not Included		0
Appointment and Reference Letters		20
Track record on similar projects in Local, Provincial, or National government. Bidders are requested to provide appointment letters with their corresponding reference letters in the respective client's letterhead. <ul style="list-style-type: none"> • 2 projects = 10 points • 3 projects = 15 points • 4 projects and above= 20 points N.B An appointment letter without a reference letter will not be considered or vice versa.		
Quality Management		10
Formal ISO Quality Management Certification	Included	10
	Not Included	0
TOTAL		100

As can be seen from the above, a total of 55 points is available for key personnel. 10 points for Vehicles, 20 points for tendering firms experience and 10 points for quality systems

N.B. Tenders that have achieved the minimum qualification score of **75 points out of 100** on functionality will be evaluated further in terms of the pricing and B-BBEE.

TENDER (T2)

PART 2 OF 2 RETURNABLE DOCUMENTS

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

2.1 LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed

Generic	Tick if completed
Authority for Signatory (<i>Compulsory</i>)	
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Certified copy of identity documents for directors (<i>Compulsory</i>)	
Compulsory Enterprise Questionnaire-SCHEDULE 1C (<i>Compulsory</i>)	
Copy of Company Registration Documents or CK1 for Close Corporations (<i>Compulsory</i>)	
Form of offer to be properly signed (<i>Compulsory</i>)	
Declaration of Interest (MBD4) (<i>Compulsory</i>)	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (<i>Compulsory</i>)	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category (<i>Required for evaluation</i>)	
Certificate of Independent Bid Determination (MBD9) (<i>Compulsory</i>)	
Municipal rates for both company and Directors not in arrears for more than 90 days in accordance with Regulation 38 or proof of Lease agreement including rates for Landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable (<i>compulsory</i>)	
MBD5 (Required for evaluation) if tender exceed R10 million. Audited financial statements (<i>Compulsory</i>); if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements: for the past three years, or; since their establishment if established during the past three years; A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). (<i>Compulsory</i>) The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (<i>Compulsory</i>)	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>) or PIN issued by SARS	
CSD Registration/CSD Summary Report (<i>Compulsory</i>)	
Proof of indemnity insurance cover from a registered financial services provider or letter of intent from a registered financial services provider to provide indemnity insurance to cover the value of the project (<i>compulsory</i>)	

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that must be submitted with the tender

(Failing to submit any if the document may result in the tender being deemed non-responsive).

- ***Required for evaluation:*** Additional documentation that is required to be submitted with the tender and will be used as part *of the tender evaluation*.
- It is the responsibility of the bidder to bind the bid document.

2.2. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Schedule of Quantities

1A:**1.4 General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, or a joint venture:

(Mark the appropriate option below)

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

1. Information To Be Provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (Including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21).	A signed statement of the Company's Secretary confirming that the Company is a public Company. Copy of CM 29.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or 2. Each of the Partners in the Partnership Copy of the Partnership agreement.

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- i. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorized, must be provided.
- ii. Include a copy of the Certificate of Change of Name (CM9) if applicable.

1B: AUTHORITY FOR SIGNATORY

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.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on

*Mr/Ms acting in the capacity of (Position in the Enterprise), and who will sign as follows: be, and is hereby, authorized to sign the Bid/Tender, and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

- | | | |
|---------|------------|-------|
| 1. | Chairman : | |
| 2. | Date : | |

	NAME	CAPACITY	SIGNATURE

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.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as
..... hereby authorize *Mr/Ms,
acting in the capacity of (Position in the Enterprise), and who
will sign as follows:be, and is hereby, authorized to
sign the Bid/Tender, and any and all documents and/or correspondence in connection
with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

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.

C. Certificate for Joint Venture and Consortia

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium
and hereby authorize *Mr/Ms,acting in the capacity of lead
partner, and who will sign as follows:be, and is
hereby, authorized to sign the Bid/Tender, and any and all documents and/or
correspondence in connection with this tender and any contract resulting from it on
behalf of the company.

This authorization is evidenced by the attached power of attorney signed by legally
authorized signatories of all the partners to the Joint Venture / Consortium.

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for Sole Proprietor

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

As witnesses:

1. Signature : Sole owner :
2. Date :
.....

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize *Mr/Mrs acting in the capacity of, (Position in the Enterprise), and who will sign as follows:be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

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.

MBD1 PART A – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEJWELEPUTSWA DISTRICT MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR OF A ROAD ASSET MANAGEMENT FOR A PERIOD OF 3 (THREE) YEARS FOR SEKHUKHUNE DISTRICT MUNICIPAL AREA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT AB SIKHOSANA FIRE STATION IN GROBLERSDAL, 0470.

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		

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MBD1 PART A – INVITATION TO BID... Continued

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Sekhukhune District Municipality Supply Chain Management	DEPARTMENT	Infrastructure and Water Services
CONTACT PERSON	Mr. Voster Masemola	CONTACT PERSON	Mr Karabo Ramadje
TELEPHONE NUMBER	(013) 262 7300	TELEPHONE NUMBER	(013) 262 7535
		MOBILE	073 230 0069
E-MAIL ADDRESS	masemolav@sekhukhune.gov.za	E-MAIL ADDRESS	ramajek@sekhukhune.gov.za

MBD1 PART B – TERMS AND CONDITIONS FOR BIDDING

1) BID SUBMISSION:	
a.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
b.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE
c.	THIS BID IS NOT SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.
2) TAX COMPLIANCE REQUIREMENTS	
a)	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
b)	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
c)	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
d)	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
e)	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
f)	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
g)	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3) QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
a.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO
b.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
c.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
d.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
e.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD2 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 required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub- contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e -filers through the website www.sars.gov.za.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
 - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a.
 - b. The taxpayer must issue the **municipality** with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS a-filing.

1. Tax Reference Number 2. Tax Compliance Status Pin 3. Tax Clearance Certificate Number:

- c. If a bidder is registered on the Municipality is already in possession of *an* original tax clearance certificate which is valid on closing *date* of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

MBD4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council.
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal entity.
- (c) an official of any municipality or municipal entity.
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

.....

3.13 Are any spouse, child or parent of the company's directors' trustees, managers, principle shareholders or stakeholders in service of the state?**YES / NO**

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.**YES / NO**

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct**.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

1C COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

Signed

Date

Name

Position

Enterprise
name

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

*insert separate page if necessary

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

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

MBD8 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1) This Municipal Bidding Document must form part of all bids invited.
- 2) It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3) The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

1D: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

Employer, Contact Person, e-mail address and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rands)	Date Completed (State Current if not yet complete)

Employer, Contact Person, e-mail address and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rands)	Date Completed (State Current if not yet complete)

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct**.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

1F: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 10 MILLION

1. Is the tenderer required by law to prepare audited annual financial statements? **YES/NO**

2. If so, provide audited annual financial statements:

- ☐ for the past three years; or
- ☐ since their establishment if established during the past three years.

Indicate whether these have been included in the tender. **YES/NO**

3. If answer for Question No.1 is NO, does the tenderer have annual financial statements? **YES/NO**

4. If so, provide audited annual financial statements:

- ☐ for the past three years; or
- ☐ since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. **YES/NO**

5. If answer for Question No.1 is **NO**, the tenderer shall attach to this form a letter from the tenderer's bank; in which the bank declares how the tenderer conducts its account. The contents of the bank's letter must state the credit rating that It accords to the tenderer for the business envisaged by this tender. The minimum acceptable credit rating applicable to tenderers for this tender is a credit rating C. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. **YES/NO**

5. Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

If so, state particulars:

.....

.....

.....

6. Has any contracts been awarded to the tenderer by the state during the past five years? **YES/NO**

If so, state particulars:

.....

.....

.....

7. Has there been any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

If so, state particulars:

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

8. Is any portion of the goods or services expected to be sourced outside the Republic of South Africa? **YES/NO**

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic of South Africa.

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

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate or, if required, a Consolidated Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EMEs and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The employer 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 employer.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013
- (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 Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of Lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration.
 P_t = Price of tender under consideration; and
 P_{\min} = Price of lowest acceptable tender.

9. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.3 EMEs and 51% black owned QSEs must submit a Valid B-BBEE Affidavit as prescribed by the B-BBEE Act.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, A provided that they submit a Consolidated B-BBEE Certificate issued by one of the bodies mentioned in 5.2 above.

- 5.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level contributor that the bidder concerned, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3 AND 5.1

- 7.1 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 5.1 and must be substantiated by means of an Affidavit or a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

- 8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATIONS WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm

- 9.2 VAT registration number :.....

- 9.3 Company registration number

9.4
TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

[TICK APPLICABLE BOX]

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

9.8 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-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the B-BBEE status level of 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 —
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

MBD9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid.....

.....

.....

.....

(Bid Number and Description)

In response of the invitation for the bid made by:

.....

(Name of Municipality)

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 consortium³ will not be construed as collusive bidding.
- 7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors, or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

1G

PROPOSED AMENDMENTS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, the tenderer may state such deviations in a **covering letter to this tender and reference such letter in this schedule.**

Page Number	Clause/Item	Proposal

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

1H PROOF OF REGISTRATION WITH THE SUPPLIER DATABASE

All existing and prospective service providers/creditors to the Sekhukhune District Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registration), developed by National Treasury, is a requirement.

Prospective tenderers are to attach the *Certificate of **Registration with CSD*** to this page.

1J PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Tenderers to submit proof of professional indemnity insurance to this page.

1K BANK CONFIRMATION LETTER

Tenderers to submit bank confirmation letter to this page.

2A MUNICIPAL BILLING CLEARANCE CERTIFICATE/ LEASE AGREEMENT

In terms of Clause 36 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up to date with their payments of municipal accounts,

The tenderer shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up to date.

Should the tenderer not be based in the Sekhukhune District Municipality, he shall submit a Municipal Billing Clearance Certificate Issued by the municipality in which he/she is based.

3A RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

Addendum Number	Date	Title or Details

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct**.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

LIST OF KEY PERSONNEL

KEY PERSONNEL EXPERIENCE: PROJECT ENGINEER/DIRECTOR

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 3.6.1 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, for the tenderer to be eligible to submit a tender for this project. Proof of registration where relevant plus qualifications and abridged CV's (max 3 pages) must be appended to this form.

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE
	PROJECT ENGINEER/DIRECTOR					

Note *1 Or equivalent international professional body

Technical/Managerial Experience

(List the most recent 5 projects that the tenderer considers relevant to the position and specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

SIGNED BY TENDERER:

KEY PERSONNEL EXPERIENCE: OVERALL PROJECT MANAGER

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 3.6.1 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, for the tenderer to be eligible to submit a tender for this project. Proof of registration and/or COTO accreditation where relevant plus qualifications and abridged CV's (max 3 pages) must be appended to this form.

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE
	OVERALL PROJECT MANAGER					

Note *1 Or equivalent international professional body

Technical/Managerial Experience

List the most recent 5 projects that the tenderer considers relevant to the specified position and scope of works

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

.

SIGNED BY TENDERER:

KEY PERSONNEL EXPERIENCE: PROJECT MANAGER FOR VISUAL ASSESSMENT

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 3.6.1 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, for the tenderer to be eligible to submit a tender for this project. Proof of registration and/or COTO accreditation where relevant plus qualifications and abridged CV's (max 3 pages) must be appended to this form.

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE
	VISUAL ASSESSMENT PROJECT MANAGER					

Note *1 Or equivalent international professional body

Technical/Managerial Experience

(List the most recent 5 projects that the tenderer considers relevant to the position and specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct**.

SIGNED BY TENDERER:

KEY PERSONNEL EXPERIENCE: GIS PRACTITIONER

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause 3.6.1 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, for the tenderer to be eligible to submit a tender for this project. Proof of registration and/or COTO accreditation where relevant plus qualifications and abridged CV's (max 3 pages) must be appended to this form.

NAME	POSITION IN TEAM	SAGC REG. No ¹	SAGC1 CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE
	GIS PRACTITIONER					

Note *1 Or equivalent international professional body

Technical/Managerial Experience

(List the most recent 5 projects that the tenderer considers relevant to the position and specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

SIGNED BY TENDERER:

3C SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded the Contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

Name and Address of Proposed Sub-contractor	Name and Extent of Work	Previous Experience with Sub-contractor

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct**.

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

3D PROPOSED WORK PROGRAMME

The Tenderer to submit a proposed Work Programme and attach to this page. **A work programme of 3 years must be shown.**

I the undersigned, warrant that I am duly authorized to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, **both true and correct.**

.....
Signature

.....
Date

.....
Name

.....
Position

.....
Name of Tenderer

PART C: THE CONTRACT

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE
(Agreement)

Offer

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

TENDER NO.:SK8/3/1-35/2022/23 - APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE DEVELOPMENT OF ROAD ASSET MANAGEMENT FOR A PERIOD OF 3 (THREE) MONTHS FOR SEKHUKHUNE DISTRICT MUNICIPAL AREA

The Professional Service Provider (“Tenderer”), identified in the Offer signature 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 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
(EXCLUSIVE OF CONTINGENCIES & CONTRACT PRICE ADJUSTMENT:**

.....

.....Rand (in Words).

R (in figures)

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

For the Tenderer:

Signature:

Name:

Capacity:

Name and address of Organization:
.....
.....
.....

Signature and Name of witness:

Signature:

Name:

Date.....

Acceptance

By signing this part of this Form of Offer and Acceptance, the Client (“Employer”) identified below accepts the Tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer’s Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work.

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement. Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature:

Name:

Capacity.....

Name and address of Organization:
.....

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 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 agreement 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:

By the duly authorized 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 changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature

Name

Capacity

Name and address of organization.....

Witness signature

Witness name

Date

For the Employer:

Signature

Name

Capacity

Name and address of organization:
.....
.....

Witness signature:

Witness name:

Date:

Confirmation of Receipt

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

the (day)

of (month)

of (year)

at (place)

For the Tenderer:

Signature:

Name:

Capacity:

Signature and name of witness:

Signature:

Name:

C1.2: CONTRACT DATA

The Form of Contract to be used is the standard CIDB Standard Professional Services Contract - Third Edition July 2009 which is reproduced herein for ease of the reference as C1.3. The Conditions of Contract applicable to this Project are given below with each item being cross referenced to the relevant clause number in the Conditions of Contract to which it mainly applies.

Section 1: Data provided by the Employer

Clause	Item
1	The Employer is Sekhukhune District Municipality
1	The Project is: Development and Sustenance of Rural Roads Asset Management System (RRAMS) and the Period for Performance is 3 years
2	Any reference to "Service Provider" shall be taken to be the same as a reference to "Contractor" and vice versa
4.3.2 and 3.4	<p>The authorized and designated representative of the Employer is: Mr K Ramadje</p> <p>The Employer's address for receipt of communication is: Telephone:(013) 262 7535 E-Mail: ramadjek@sekhukhune.gov.za Address: Bareki Mall, 18 Chris Wiid Street, Groblersdal, 0470</p>
3.5	The location of performance of the Project is the road network under the jurisdiction of Sekhukhune District Municipality
3.6	The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
3.12	The penalty payable for delay is R1 000 per Day or part thereof to a maximum of R 5 000.
3.15.1	The programme including ALL the activities is to be submitted on an annual basis. The first programme is due within 14 days of the Contract becoming effective with subsequent programmes being submitted within 7 days of the annual calibration sessions
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks or as instructed by the employer
3.16	As a separate pricing schedule for each year of the Project has been included in the Pricing Data, the rates and prices submitted (including any time based fees) are deemed to be fixed for the Period of Performance and will not be adjusted for CPI inflation.
5.1.1	Failure to comply with this obligation will result in clause 8.4.1 (c) being applied

5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule of not less than two (2) times the basic fee.
7.2	The Service Provider is required to provide personnel proposed in Forms T2.1.2B to T2.1.2I in FULL accordance with the provisions of clause 7.2 and complete the abridged Personnel Schedule – item 7.2.1 in Section 2 of this Contract Data.
7.2.4 (a)	Replace “15 Days” with “14 Days”
8.1	The Service Provider is to commence the performance of the Service within 14 days of the date that the Contract becomes effective
8.2	The contract shall be concluded at the end of the period for performance or any mutually agreed extension to this period

Clause	Item
8.4.1(c)	Replace “thirty (30) days” with “fourteen (14) days”
8.4.3(c)	The period of suspension under clause 8.5 is no to exceed 12 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Service Provider.
12.1.2	Interim settlement of disputes is to be by mediation,
12.2.4	Final settlement is by arbitration
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less than two (2) times the basic fee.
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 12 months from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14	Remuneration shall be based on proven progress and/or submission of deliverables
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

Section 2: Data provided by the Service Provider

Clause	Item																
1	The Service Provider is:																
5.3	<p>The authorised and designated representative of the Service Provider is.:</p> <p>The Service Provider's address for receipt of communication is:</p> <p>Telephone..... Facsimile.....</p> <p>E-mail:</p> <p>Address.....</p> <p>.....</p>																
7.1.2	<p>The Key Persons (as per submitted in T2.1.2 B to I inclusive) and their jobs/functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Key Position</th><th>Name</th></tr> </thead> <tbody> <tr> <td>Overall Project Manager</td><td></td></tr> <tr> <td>Visual Assessment Project Manager</td><td></td></tr> <tr> <td>Senior Bridge Inspector</td><td></td></tr> <tr> <td>Bridge Inspector(s)</td><td></td></tr> <tr> <td>Major Culvert Inspector(s)</td><td></td></tr> <tr> <td>Paved Roads Visual Assessor(s)</td><td></td></tr> <tr> <td>Unpaved Roads Visuals Assessor(s)</td><td></td></tr> </tbody> </table> <p>Should additional persons be required/proposed, a separate personnel schedule is to be attached</p>	Key Position	Name	Overall Project Manager		Visual Assessment Project Manager		Senior Bridge Inspector		Bridge Inspector(s)		Major Culvert Inspector(s)		Paved Roads Visual Assessor(s)		Unpaved Roads Visuals Assessor(s)	
Key Position	Name																
Overall Project Manager																	
Visual Assessment Project Manager																	
Senior Bridge Inspector																	
Bridge Inspector(s)																	
Major Culvert Inspector(s)																	
Paved Roads Visual Assessor(s)																	
Unpaved Roads Visuals Assessor(s)																	

C1.3: STANDARD CONDITIONS OF CONTRACT

For ease of reference of the tenderer, the following Standard Conditions of Contract have been reproduced from the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (CIDB). This notwithstanding, the onus is on the tenderer to refer to the original document the content of which will take precedence over this reproduction should there be any discrepancy.

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.

Contract: The Contract signed by the Parties and of which these General Condition 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

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

Force Majeure: An event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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

Others: Persons or organisations 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, commencing from the Start Date.

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 considered when developing the Contract Price and the record of the components that make up 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.

Start date: The date on which the Services are to commence. as stated in the Contract Data

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

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 law

Law governing the Contract shall be the law of the Republic of South Africa.

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 or Period of Performance (or both)..

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, approvals, or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication 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 one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 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 stated in the Contract Data, 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 by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all 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.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

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 between the Service Provider and the Employer.

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 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2.
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8.
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);

- d)** the contract is suspended in accordance with the provisions of Clause 8.5;
- e)** the contract is restarted following a suspension.
- f)** an event occurs which neither Party could prevent, and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

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

3.11 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 negligent act or omission by the Service Provider 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.

3.12 Penalty

3.12.1 If 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 or in law, 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.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

- a)** terminate the Contract
- b)** complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

3.13.1 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.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

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

3.15 Programme

The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval 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, access to people, places and things and work 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.
- c)** provisions for float.
- d)** the planned completion of the Services or part thereof in relation to a Period of Performance.
- e)** other information as required in terms of the Scope of Work or Contract Data.

3.15.2 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.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a)** unless otherwise stated in the Contract Data, every three months to reflect actual progress to date.
- b)** whenever a change in Period of Performance or Contract Price is applied for
- c)** whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CP_{In} - CP_{Is}) / CP_{Is}$$

where:

CP_{Is} = the indices specified in the Contract Data during the month in which the start date falls

CP_{In} = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

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 reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

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

4.3.1 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:

- a) authorize the Service Provider to act as his agent insofar as may be necessary for the performance of the Services.
- b) provide all relevant data, information, reports, correspondence and the like, which become available.
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services.
- d) assist in the obtaining of all approvals, licenses, and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data.

4.3.2 Unless otherwise communicated, the authorized and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change or has changed the Services.
- b) a material defect or deficiency in the Services.

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.

5.1.2 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.

5.1.3 The service provider must oversee training and skills transfer to the graduate employed in the programme.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services 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.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has 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 as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

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 and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

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

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) 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 Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

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 judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services including training of graduates and skills transfer.

7.1.2 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.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 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.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and 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.

7.2.2 Where the Service Provider proposes to utilize 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.

7.2.3 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 7.2.1 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.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) 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.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated 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:

- a) additional Services ordered by the Employer.
- b) failure of the Employer to fulfil his obligations under the Contract.
- c) any delay in the performance of the Services which is not due to the Service Provider's default.
- d) Force Majeure.
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, 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 after the delay ceases deliver to the Employer full and detailed particulars of the request.

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 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 informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 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 any payment due in 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.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

- a) where the Services are no longer required.
- b) where the funding for the Services is no longer available.
- c) 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.
- d) if the Service Provider becomes insolvent or liquidated.
- e) 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.

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 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:

- a)** 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;
- b)** 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;
- c)** when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, 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 the period stated in the Contract Data;
- d)** 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.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 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 of either Party against the other.

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 minimize 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 Service Provider transfers his 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 thereunder, 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.
- 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 and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, 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.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor 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 Subcontractor 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 subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors 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 subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors 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 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 14 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.

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.

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 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 no notice of dissatisfaction is 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 published by the Association or Arbitrators current at the date the arbitrator is appointed.

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 stated in a notification 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.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

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:

- a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- b) 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 Unless otherwise indicated in the Contract Data, 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 events.
- b)** the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

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

Unless otherwise indicated in the Contract Data, 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, if applicable, 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.
- 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. 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 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 prime interest rate charged by his bank and certified by such bank, plus 2% per annum, 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 twenty-four 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.

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

PART C2 PRICING DATA –

C2.1 PRICING INSTRUCTIONS

- 1) The Pricing Schedule includes estimated quantities for the various tasks involved in this project.

For the purposes of the 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 project specifications.

Quantity: The number of units of work for each item.

Rate: The payment required per unit of work executed.

Amount: The product of the quantity and the tendered rate.

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

Provisional Sum: An amount allowed for an item, the exact extent of which is currently unknown. Such amounts are under the sole discretion of the Employer and can only be expended following a specific instruction from the Employer.

Category A, B, C and D Staff: Refer to the ECSA guidelines for the categorization of engineering staff and the DPSA guidelines for maximum limits.

- 2) This Pricing Schedule forms an integral part of the contract documents and must be read in conjunction with all other documents comprising the contract – particularly the pay item descriptions included herein under C3.2.
- 3) The quantities, sums, disbursement amounts, and provisional sums set out in the Pricing Schedule are anticipated values only. The quantities/values of work finally accepted and certified for payment, and not the quantities/values given in the Pricing Schedule, will be used to determine payment. A reduction or increase in the quantities shall not be grounds for any adjustment to tendered rates. The **only** exception being where quantities increase and have an effect on **time-based** items which may be adjusted at the employer's discretion subject to the service providers submission in terms of clause 3.9 of the Conditions of Contract
- 4) The validity of the contract or the tendered prices shall in no way be affected by differences between the quantities/values in the Pricing Schedule and the quantities/values finally certified for payment.
- 5) The rates tendered shall include full compensation for support staff (typists, filing etc.), overheads, disbursements (unless stated otherwise) profits, incidentals, tax (other than VAT). etc.
- 6) Tenderers shall not enter "included" against any item. Nor shall items be grouped together, and a single amount entered nor shall items not be priced. Should the tenderer wish not to charge for a particular pay item, it is **not to be left blank** and a ZERO (0) is to be inserted in the rate and amount column. If a

tenderer wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of the Tender Data

- 7) The tendered rates shall be valid irrespective of any change in the quantities no matter whether positive or negative during the execution of the contract.
- 8) The values of work or provisional sums stated in the Pricing Schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the service provider.
- 9) The value of work or provisional sums in the Pricing Schedule shall not be regarded as authorisation for the service provider to engage sub-consultants or to execute work. The service provider shall obtain the Employer's approval prior to executing work or deciding in this regard.
- 10) The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Refer to C3.2 for detailed description of the pay items
- 11) The rates entered by the tenderer to the Pricing Schedule shall be final and binding 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 totaled Pricing Schedule; the rates will be regarded as being correct.
- 12) The Employer shall have the right to adjust the tender sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the service provider in adjusting the tender sum 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.
- 13) A bid may be rejected if the rates or disbursement rates for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The tenderer will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items.
- 14) All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.
- 15) The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in section C3.2
- 16) The pricing schedules for ALL (3) years are to be priced. Failure to do so will result in the tender being deemed non-responsive**
- 17) The tenderer should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and/or hardware will be entertained and should be included within the rates tendered.

C2.2 PRICING SCHEDULE

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23
C2.2a YEAR 1 : PRICING SCHEDULE

C2.2a YEAR 1

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
1000	10.01	<u>RAMS SYSTEM IMPLEMENTATION</u> New RAMS System Installation	Lump Sum	1		
2000	20.01	<u>NETWORK INVENTORY</u> Create Road Network Information Module (RNIM)	Person.Hr	320		
	20.02	Update RNIM	Person.Hr	160		
	20.03	Create Bridge Inventory (BMS)	Person.Hr	320		
	20.03	Update Bridge Inventory (BMS)	Person.Hr	160		
3000	30.01	<u>FIELD DATA ACQUISITION</u> Establishment				
		i) Visual Assessment Personnel – Paved and Unpaved Roads	Lump Sum	1		
	30.02	Traffic Control d) Bridge Inspections	Lump Sum	1		
	30.03	Data Collection – Road Network r) Flexible Pavement	C'way.km	200		
		s) Rigid (Concrete) Pavement	C'way.km	5		
		u) Unpaved Roads	C'way.km	2200		
	30.04	Data Collection – Structures a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
4000	40.01	<u>DATA ANALYSIS / VERIFICATION</u> Road Network a) Visual Condition	C'way.km	2405		
	40.02	Structures a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
	40.03	Traffic Traffic Data	Sum	1		
CARRIED FORWARD						

DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM

TENDER NO. SK8/3/1-35/2022/23

C2.2a YEAR 1 : PRICING SCHEDULE

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
BROUGHT FORWARD						
5000	50.01	REPORTING Road Network a) Flexible Surfaced Road Network b) Unsurfaced Road Network c) Rigid (Concrete) Road Network d) Semi- Rigid (Block Paved) Road Network	Lump Sum	1		
	50.02	Structures (Bridges and Major Culverts)	Lump Sum	1		
	50.03	Traffic	Lump Sum	1		
	50.05	RAMS Asset Register / RAMP	Lump Sum	1		
6000		ADDITIONAL SERVICES				
	60.01	Attend Meetings	Person.hr	80		
		b) Ad-hoc Support : Category B Staff	Hour	48		
	60.04	Training /Skills Transfer	Prov. Sum	1	200 000.00	R200 000.00
7000		DISBURSEMENTS				
	70.01	Travel	Km	6 000		
	70.02	Accommodation	Person. Knight	12		
	70.03	Graduate salary	Prov. Sum	1	200 000.00	R288 000.00
TOTAL YEAR 1 CARRIED FORWARD TO SUMMARY						

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23

YEAR 1 SUMMARY

DESCRIPTION	AMOUNT
TOTAL SUMMARY FOR YEAR 1	
SUB-TOTAL	
VAT @ 15%	
TOTAL CARRIED FORWARD TO SUMMARY	

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23
C2.2b YEAR 2 : PRICING SCHEDULE

C2.2a YEAR 2

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
2000		<u>NETWORK INVENTORY</u>				
	20.02	Update RNIM	Person.Hr	160		
	20.03	Update Bridge Inventory (BMS)	Person.Hr	160		
3000		<u>FIELD DATA ACQUISITION</u>				
	30.01	Establishment				
		i) Visual Assessment Personnel – Paved and Unpaved Roads	Lump Sum	1		
	30.02	Traffic Control				
		d) Bridge Inspections	Lump Sum	1		
		e) Traffic Counting	Lump Sum	1		
	30.03	Data Collection – Road Network				
		r) Flexible Pavement	C'way.km	400		
		s) Rigid (Concrete) Pavement	C'way.km			
		t) Semi- Rigid(Block Paved) Pavement	C'way.km	14		
		u) Unpaved Roads	C'way.km	4000		
	30.04	Data Collection – Structures				
		a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
	30.05	Data Collection – Traffic				
		b) Traffic Counts Manual	Person.Hr	8000		
4000		<u>DATA ANALYSIS / VERIFICATION</u>				
	40.01	Road Network				
		a) Visual Condition	C'way.km	4414		
	40.02	Structures				
		a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
	40.03	Traffic				
		Traffic Data	Sum	1		
CARRIED FORWARD						

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23
C2.2b YEAR 2 : PRICING SCHEDULE

C2.2a YEAR 2

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
BROUGHT FORWARD						
5000		<u>REPORTING</u>				
	50.01	Road Network				
		a) Flexible Surfaced Road Network				
		b) Unsurfaced Road Network				
		c) Rigid (Concrete) Road Network	Lump Sum	1		
		d) Semi- Rigid (Block Paved) Road Network				
	50.02	Structures (Bridges and Major Culverts)	Lump Sum	1		
	50.03	Traffic	Lump Sum	1		
	50.05	RAMS Asset Register / RAMP	Lump Sum	1		
6000		<u>ADDITIONAL SERVICES</u>				
	60.01	Attend Meetings	Person.hr	144		
		b) Ad-hoc Support : Category B Staff	Hour	96		
	60.04	Training /Skills Transfer	Prov. Sum			R200 000.00
7000		<u>DISBURSEMENTS</u>				
	70.01	Travel	Km	7200		
	70.02	Accommodation	Person. Knight	24		
	70.03	Graduate salary	Prov. Sum	1		R576 000.00
TOTAL YEAR 2 CARRIED FORWARD TO SUMMARY						

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23

YEAR 2 SUMMARY

DESCRIPTION	AMOUNT
TOTAL SUMMARY FOR YEAR 2	
SUB-TOTAL	
VAT @ 15%	
TOTAL CARRIED FORWARD TO SUMMARY	

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23
C2.2c YEAR 3 : PRICING SCHEDULE

C2.2c YEAR 3

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT
2000		<u>NETWORK INVENTORY</u>				
	20.02	Update RNIM	Person.Hr	160		
	20.03	Update Bridge Inventory (BMS)	Person.Hr	160		
3000		<u>FIELD DATA ACQUISITION</u>				
	30.01	Establishment				
		i) Visual Assessment Personnel – Paved and Unpaved Roads	Lump Sum	1		
	30.02	Traffic Control				
		d) Bridge Inspections	Lump Sum	1		
		e) Traffic Counting	Lump Sum	1		
	30.03	Data Collection – Road Network				
		r) Flexible Pavement	C'way.km			
		s) Rigid (Concrete) Pavement	C'way.km			
		t) Semi- Rigid(Block Paved) Pavement	C'way.km			
		u) Unpaved Roads	C'way.km	4000	300.00	R1 200 000.00
	30.04	Data Collection – Structures				
		a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
	30.05	Data Collection – Traffic				
		b) Traffic Counts Manual	Person.Hr	8000	22.50	R180 000.00
4000		<u>DATA ANALYSIS / VERIFICATION</u>				
	40.01	Road Network				
		a) Visual Condition	C'way.km	4000		
	40.02	Structures				
		a) Bridge Structures	Number	10		
		b) Major Culvert Structures	Number	26		
	40.03	Traffic				
		Traffic Data	Sum	1		
CARRIED FORWARD						

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23
C2.2c YEAR 3 : PRICING SCHEDULE

C2.2c YEAR 3

2020 YEAR 3 - PRICING SCHEDULE							
ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	QUANT.	RATE	AMOUNT	
BROUGHT FORWARD							
5000	50.01	<u>REPORTING</u> Road Network					
		a) Flexible Surfaced Road Network					
		b) Unsurfaced Road Network					
		c) Rigid (Concrete) Road Network	Lump Sum	1			
		d) Semi- Rigid (Block Paved) Road Network					
	50.02	Structures (Bridges and Major Culverts)	Lump Sum	1			
	50.03	Traffic	Lump Sum	1			
	50.05	RAMS Asset Register / RAMP	Lump Sum	1			
6000	60.01	<u>ADDITIONAL SERVICES</u>					
		Attend Meetings	Person.hr	144			
		b) Ad-hoc Support : Category B Staff	Hour	96			
		c) Ad-hoc Support : Category D Staff	Hour				
		60.04	Training /Skills Transfer	Prov. Sum	1	200 000.00	R200 000.00
7000		<u>DISBURSEMENTS</u>					
		70.01	Travel	Km	6000		
		70.02	Accommodation	Person. Knight	24		
		70.03	Graduate salary	Prov. Sum	1	576 000.00	R576 000.00
TOTAL YEAR 3 CARRIED FORWARD TO SUMMARY							

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23

YEAR 3 SUMMARY

DESCRIPTION	AMOUNT
TOTAL SUMMARY FOR YEAR 3	
SUB-TOTAL	
VAT @ 15%	
TOTAL CARRIED FORWARD TO SUMMARY	

SEKHUKHUNE DISTRICT MUNICIPALITY
DEVELOPMENT OF RURAL ROADS ASSET MANAGEMENT SYSTEM
TENDER NO. SK8/3/1-35/2022/23

SUMMARY

DESCRIPTION	AMOUNT
TOTAL BROUGHT FORWARD FROM YEAR 1 (2022 - 2023)	
TOTAL BROUGHT FORWARD FROM YEAR 2 (2023 - 2024)	
TOTAL BROUGHT FORWARD FROM YEAR 3 (2024 - 2025)	
SUB-TOTAL	
TOTAL CARRIED FORWARD TO FORM OF OFFER	

C3 SCOPE OF WORK

C3.1: PROJECT DESCRIPTION

Note. The following is an overview of the project and should be read in conjunction with the detailed project specifications (C3.2).

C3.1.1 Introduction

The Employer, namely SEKHUKHUNE DISTRICT MUNICIPALITY requires the services of an appropriately experienced service provider to undertake the development, and maintenance management of its Rural Road Asset Management System (RRAMS) and manage the operational requirements and procedures in terms of DORA and the NDoT RAMS Practice Note for a period of three (3) years.

C3.1.2 Services Overview

The services required of the RAMS Management Consultant are as follows:

- Implementation of a new RAMS
- Familiarization with current RAMS and Employers operational requirements
- Upgrade / Improve current RAMS
- Create Road Network Inventory
- Update Road Network Inventory
- Create Bridge and Major Culvert Network Inventory
- Update Bridge and Major Culvert Network Inventory
- Create “Other” Structures (Gantries, Retaining Walls, Tunnels etc as directed) Network Inventory
- Update “Other” Structures (Gantries, Retaining Walls, Tunnels etc as directed) Network Inventory
- Field Data Acquisition Establishment; Traffic Management; and Manual Data Collection of
 - Flexible Paved Road Network conditions
 - Unsurfaced Road Network conditions
 - Rigid (Concrete) Road Network conditions
 - Semi Rigid (Block Paved) Road Network conditions
 - Traffic counting
 - Structures (Bridges, Major Culverts, and Other structures)
 - Provide System support and maintenance.
- Bridge, Major Culvert, and “Other” Structures Inspections
- Automated Traffic Counting
- Manual Traffic Counting
- Data Analysis, Verification, and Capture of data to RAMS

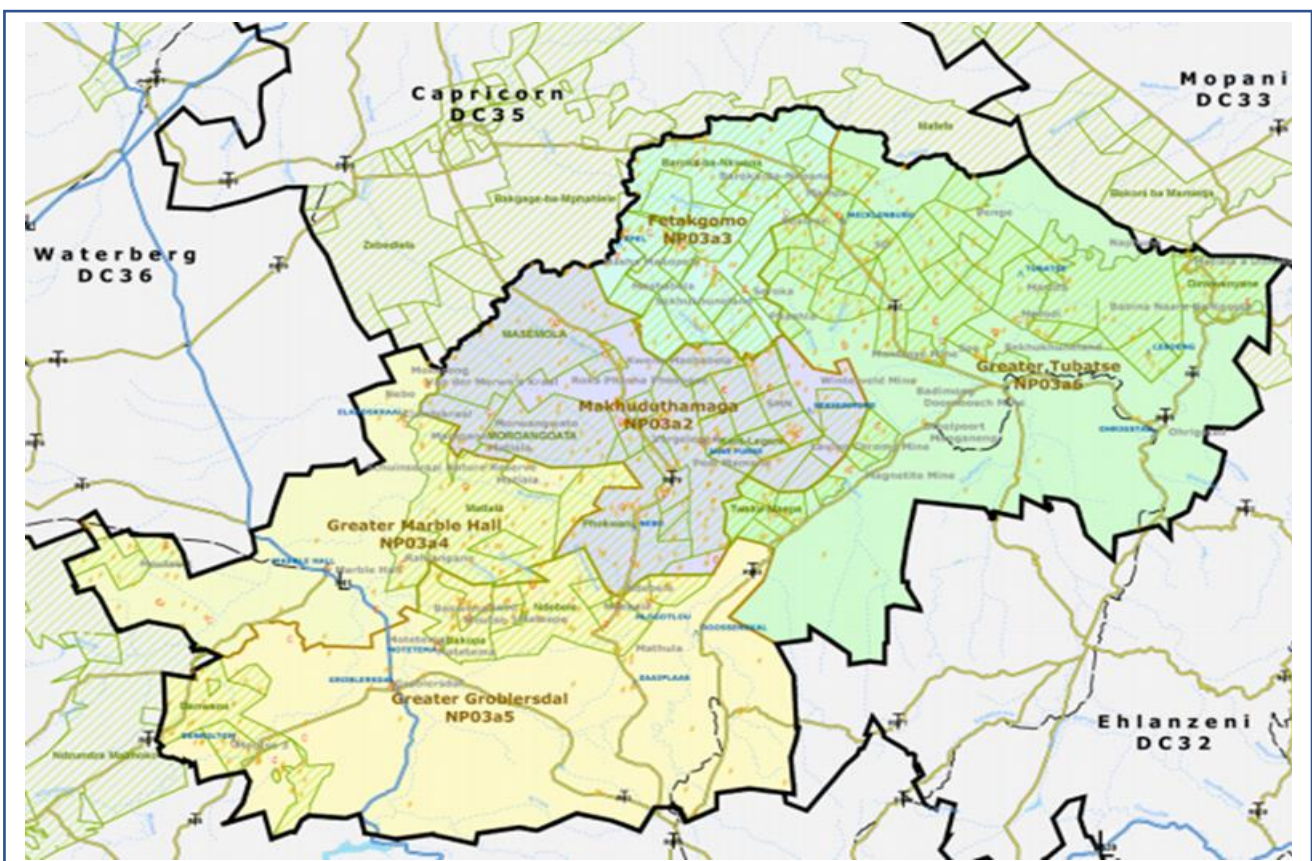
- Quality Control of Acquisition and Analysis
- Network Report Compilation for:
 - Flexible Paved Road Network
 - Unsurfaced Road Network
 - Rigid (Concrete) Road Network
 - Semi Rigid (Block Paved) Road Network
 - Traffic
 - Structures (Bridges, Major Culverts, and Other structures)
 - Asset Register
 - RAMP
- Ad Hoc Support
- Mentorship and Training

In terms of the data collection and analysis aspects, the Employer requires that the data collection is undertaken as safely as possible with minimal disruption to the travelling public.

In addition, the data collection and analysis are to be undertaken with a high degree of accuracy – to minimize erroneous reporting – and with optimal production outputs to ensure that the data reported is current.

C3.1.3 Location of the Project

The services are required on the paved and unpaved road network of Sekhukhune District Municipality – refer locality map below.



All project meetings including the annual calibration and accreditation session's will be held at the Employer's offices in Groblersdal, Limpopo.

C3.1.4 Extent of the Road Network and Number of Structures

The extent of the road network is given in Tables C3.1.4.1 and C3.1.4.2 below:

Table C3.1.4.1: Extent of the Road Network per Pavement Type

PAVEMENT TYPE	CARRIAGEWAY KILOMETRES	SINGLE CARRIAGEWAY LANE KILOMETRES	DUAL CARRIAGEWAY LANE KILOMETRES
Flexible Surfaced	619	619	-
Concrete Surfaced (Rigid)	-	-	-
Block Paved (Semi- Rigid)	-	-	-
Unsurfaced (Gravel or Earth)	10 257	10 257	-

In total, the Municipality's paved and unpaved road network comprises of +/- 11 496 carriageway kilometers. In terms of (RCAM) road classification, the network consists of the following:

Table C3.1.4.2: Extent of the Road Network per Road Category

ROAD CATEGORY	CARRIAGEWAY KILOMETRES	SINGLE CARRIAGEWAY LANE KILOMETRES	DUAL CARRIAGEWAY LANE KILOMETRES
Class 1	-	-	-
Class 2	-	-	-
Class 3	-	-	-
Class 4	-	-	-
Class 5	148.2	148.2	-
Class 6	6808	6808	-

Table **C3.1.4.3** overleaf gives a summary of the bridge and major culvert network as well as other structures.

Table C3.1.4.3: Bridges, Major Culverts, and Other Structures

STRUCTURE TYPE	NUMBER
Bridge	30
Major Culvert	79
Gantries	-
Retaining Walls	-
Tunnels	-
Above Ground Pipelines	-
Other	-

C3.1.4 Existing RAMS Systems and Available Data

All available historic data will be made available to the Service Provider.

C3.1.5 Equipment and Personnel

Current calibration and validation certification is required for all testing/measurement **equipment** as given in the respective sections of the Scope of Works (3.2).

The paved and unpaved **visual assessors** must also attend the compulsory annual calibration and accreditation sessions before being permitted to undertake any visual assessments viz:

- Day 1: Theoretical classroom workshop for paved and unpaved assessments
- Day 2: Individual practical field assessments for paved and unpaved roads
- Day 3: Written examination and evaluation of field assessments.

A minimum of 80% is required to pass the written examination.

In terms of the field assessment, the accuracy of the assessors will be a 2-stage evaluation:

- Stage 1 - 90% of the Condition Index values for the individual field assessment roads must be within a + or – 5 percentage points tolerance of the control Condition Index as determined by the employers RAMS engineer - illustrated by the example in Figure C3.1.5.1

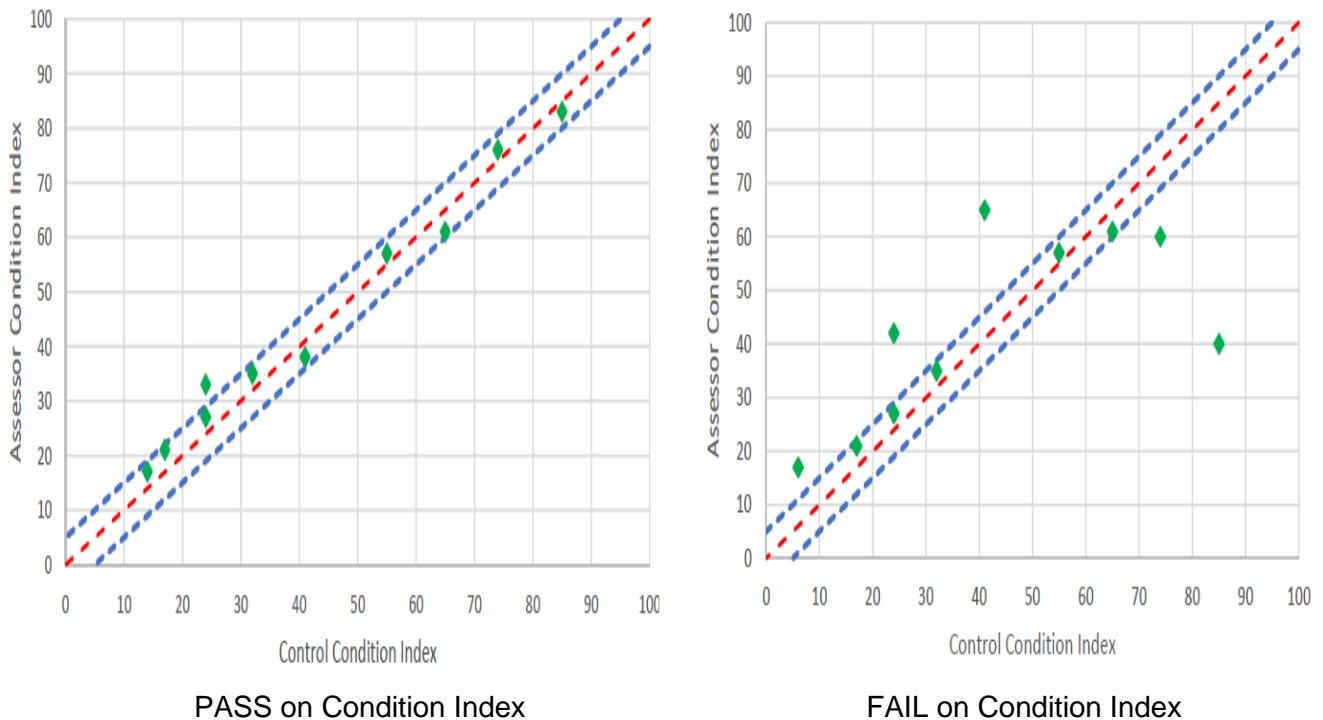


Figure C3.1.5.1: Control vs Assessor Condition Index Correlation Check

- Stage 2 – The individual distress ratings are checked against the control to establish that the correct distress is being identified and that the extent and degree is being applied in terms of the TMH 9 methods.

C3.1.6 Employers Preliminary Works Schedule

The Employer has identified a preliminary annual schedule of works as follows:

Year 1: Recruitment and training of S4 Civil Engineering graduates or equivalent and development of the RRAMS Software.

Data Collection and road assessments in at least one of the Local Municipalities

Year 2: Data Collection and road assessments in at least two Local municipalities

Year 3: Data Collection and road assessments in at least two Local municipalities

The above works schedule is included for indicative purposes only and has no contractual implication. The scheduling of actual works will be aligned to the accepted tender amount and the Employers annual budget allocation for the Project.

C3.1.7 Electronic Data Exchange Format

The formatting of electronic data is to be STRICTLY on terms of the TMH 18 document.

C3.2 PROJECT SPECIFICATIONS

The specifications / pay item descriptions given hereunder are to be read in conjunction with Section C2.1 **“PREAMBLE TO THE PRICING SCHEDULE”**, Section 3.1 **“PROJECT DESCRIPTION”** and Section C2.2 a); C2.2 b) and C2.2 c) **“PRICING SCHEDULE OF RATES”** – where the item numbers appearing in the latter refer to the corresponding item numbers in **Section C3.2** (this section).

Should there be discrepancy between this section and the contents of Sections C2.1, C2.2 a), C2.2 b), C2.2 c) and C3.1, the stipulations of Section C3.2 shall take precedence and be applied

1000: RAMS SYSTEM IMPLEMENTATION

10.01: New RAMS System Installation

The RAMS will be an operation level II compliant system as defined in COTO TMH 22 document and consist of an integrated set of information and decision sub-systems. The system data is to be contained in a SQL Server database with shapefiles that link each road segment via unique segment ID's. A web-based system is required to view and query the data.

The following sub-systems are a minimum requirement for the RAMS.

Road Network Information Module (RNIM) / Geographic Information System (GIS)

This is the critical component of the overall system. This sub-system is to be GIS (ArcGIS or similar) linked / synchronized and will contain essential inventory data such as road logs, with roads broken down into links and segments. The links are described road category, start and end descriptions and distance, road width, surface type etc. Updating

The GIS will also be used to display information from the other support sub-systems.

Pavement Management System (PMS)

The PMS includes various data viewing, data capture and reporting modules for all visual and other pavement data collected on flexible surfaced, concrete surfaced, block paved and un-surfaced roads.

The PMS is to include a data capture and verification module for the "post rating" of visual assessment data acquired by automated surveillance equipment and, in addition, a module to deterioration modelling, undertake prioritization and optimization analysis together with the development of works programmes and multi-year budgets is required. Should the analysis module not be an integral facet of the PMS, the system must be capable of generating data that can be exported to proprietary analysis software such as dTIMS or HDM4.

All historic and current visual condition assessment and data together with road furniture such as guardrails, kerbs, drainage, signage etc., is to be stored in the PMS data tables.

Traffic Information Management System (TIMS)

This information system contains data from manual traffic and automated electronic traffic counts. The TIMS will act as a repository for all traffic data and will have both viewing and data querying capability to calculate current and future traffic volumes, cumulative axle loading etc. as required by the PMS and BMS.

Bridge Management System (BMS)

Unless the system has an integral BMS, the Struman BMS is preferred choice for proprietary software. Whichever system is used, it must be capable of producing statistics on the bridge and major culvert inventory, condition, deterioration trends and priorities together with generating bridge and major culvert maintenance schedules and multi-year budgets. Assessments are to be carried out as per the requirements of COTO TMH 19 document.

Construction Record Management System (CRMS)

The RAMS system must contain a module for storing construction “as built” records together with detailed road maintenance/rehabilitation expenditure information

Asset Management Reporting System (AMRS)

The RAMS system must comply with all the requirements of the COTO framework for asset management (applicable to the required RAMS operation level) and be fully GRAP 17 compliant in terms of being able to produce standard and user defined asset valuation reports as well as a detailed roads infrastructure asset register.

Reporting Format

The RAMS system must comply with all the requirements of the COTO framework for data formats - TMH 18 requirements.

General

The rate tendered for the provision of a new RAMS system inclusive of the above modules and requirements will be a Lump Sum and shall include all software development and purchase costs, end user licensing and technical support for the duration of the contract, and all labour, materials, travel, equipment, disbursements and necessary to provide and install a fully functional system.

2000: NETWORK INVENTORY

20.01: Create Road Information Module (RNIM)

The service provider will be required to undertake a full road network inventory definition exercise to create the RNIM database(s). The initial road network inventory will be a “desktop” study (with confirmation being carried out during the road condition survey) and will be undertaken as per Draft TMH 22 Part B guidelines involving, inter alia, the following basic aspects:

- Classification of the road network in terms of the Road Infrastructure Strategic Frameworks for South Africa (RIFSA) as well as the TRH 26 document
- Definition of road location and start/end point
- Definition of road segments and link nodes
- Possible digitizing of roads from geo-referenced images
- Capture of inventory data to RNIM/GIS and create preliminary inventory data base
- Inventory data confirmation of start/end nodes, length, width, surface type etc plus the collection of continuous GPS co-ordinates is to be carried out during the road condition data collection process.

The rate tendered to create the RNIM will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to carry out a road network definition and create the RNIM/GIS database(s).

20.02: Update RNIM

The service provider will be required to undertake full confirmation of the current road network inventory definition data and add any missing inventory information during the road condition survey and capture this information to the RNIM/GIS.

The rate tendered to update the RNIM will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to confirm the road network definition information in the field for subsequent update to the existing RNIM/GIS database(s)

20.03: Create Bridge Inventory (BMS)

The service provider will be required to undertake an inventory of all bridge and major culvert structures to create the BMS inventory database(s). The initial assessment will be by a desk top study with confirmation / additions being carried out during the road condition survey and bridge inspections. The inventory exercise will be aligned to the specifications of Draft TMH 19 Part A and the work will involve, inter alia, the following aspects:

Identification of bridges and major culverts

Capture of inventory data to BMS/GIS and create preliminary inventory data base

Inventory data confirmation of major structures undertaken during the road condition data collection process. Initial collection of minor culverts and other additional structures will also be carried out during the condition survey.

The rate tendered to create the BMS inventory will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to carry out the structures inventory and create the BMS/GIS database(s).

20.04: Update Bridge Inventory (BMS)

The service provider will be required to undertake a basic confirmation of the BMS inventory during the road condition survey. Detailed inventory checks are to be carried out during the bridge inspections. Inventory updates are to as per the requirements of TMH 19 Part A.

The rate tendered to create the BMS inventory will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to confirm/check the structures inventory and update the BMS/GIS database(s).

3000: FIELD DATA ACQUISITION

30.01: Establishment

30.01 I): Visual Assessors – Paved and Unpaved Roads

The rate tendered to establish the Visual Assessors will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the required number of assessors on the project. All costs associated with the 3-day calibration and accreditation session, as discussed in C3.1.4 is also to be included under this

item. Only staff who have successfully attended and passed the calibration session and have been formally approved in writing by the employer may undertake visual assessments. Should any of the originally proposed visual assessors not pass the calibration and accreditation process, replacement persons with comparable experience are to be established to undertake the calibration/accreditation until the requisite number of assessors are accredited – the establishment and calibration session costs of replacement persons will be for the contractor's account. The Lump Sum amount will be paid once only following successful accreditation of the requisite visual assessors

Should the Contractor use any personnel for the visual surveys who has not attended the calibration and accreditation session or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data.

The Contractor will be entitled to payment of the rate tendered for visual assessment – pay item 40.01 a) – up to the date on which non-accredited personnel were used with such date being established by the employer with no recourse from the contractor.

30.02: Traffic Control

Traffic control will be undertaken strictly in terms of the relevant specification in the latest edition of SARSTM Chapter 13. A detailed traffic management plan is to be submitted to the Employer for approval prior to any work being undertaken. Non-compliance with the approved traffic management plan will result in a fixed penalty of R50 000.00 per occurrence and a time related hourly penalty of R5 000.00 measured from the time of non-compliance notification to the time of rectification

30.02 d): Bridge Inspections

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors, and other necessary items to undertake this task. The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second installment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider

30.02 e): Traffic Counting

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors, and other necessary items to undertake this task. The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second installment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider

30.03: Data Collection – Road Network

30.03 r): Flexible Pavements

The visual condition of Flexible Pavement shall be undertaken using the “**post rating**” method i.e., applying the stipulations of the Draft TMH 9 (Parts A and B) as applicable.

Only accredited visual assessors are permitted to do the post rating assessment (refer to project specification item 30.01 I)) with ratings being captured directly to the PMS data capture interface.

The unit of measurement to undertake this work will be a Carriageway/Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and all other necessary actions to undertake this task.

30.03 s): Concrete Pavements

The visual condition of Concrete Pavement shall be undertaken using the “**post rating**” method i.e., applying the stipulations of the Draft TMH 9 (Parts A and C) as applicable.

Only accredited visual assessors are permitted to do the post rating assessment (refer to project specification item 30.01 I)) with ratings being captured directly to the PMS data capture interface.

The unit of measurement to undertake this work will be a Carriageway/Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and all other necessary actions to undertake this task.

30.03 t): Block Pavements

The visual condition of Block Pavement shall be undertaken using the “**post rating**” method i.e., applying the stipulations of the Draft TMH 9 (Parts A and D) as applicable.

Only accredited visual assessors are permitted to do the post rating assessment (refer to project specification item 30.01 I)) with ratings being captured directly to the PMS data capture interface.

The unit of measurement to undertake this work will be a Carriageway/Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and all other necessary actions to undertake this task.

30.03 u): Unpaved Roads

The visual condition of Block Pavement shall be undertaken using the “**post rating**” method i.e., applying the stipulations of the Draft TMH 9 (Parts A and E) as applicable.

Only accredited visual assessors are permitted to do the post rating assessment (refer to project specification item 30.01 I)) with ratings being captured directly to the PMS data capture interface.

The unit of measurement to undertake this work will be a Carriageway/Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and all other necessary actions to undertake this task.

30.04: Data Collection – Structures

30.04 a): Bridge Structures and 30.04 b) Major Culvert Structures

Only accredited bridge and culvert inspectors are to be utilized to undertake inspections of bridges 30.04 a) and major culverts 30.04 b). Certified bridge inspectors may inspect bridges and/or major culverts whilst certified major culvert inspectors can be employed to inspect major culverts only. The inspections are to be carried out in accordance with the requirements of Draft TMH 19 Part A and B including an inventory check, condition assessments and photographs. A senior certified bridge Inspector is to be used for Quality Assurance on 10% of the major and minor structures network, though he/she can also be used to inspect the bridges and/or major culverts.

Should any defects that require immediate attention be discovered, this information is to be delivered to the respective senior manager of the Employer without undue delay

The unit of measurement shall be the number of major structures (30.04 a) and minor structure (30.04 b) and shall include full compensation for all labour, transport, and equipment necessary to undertake the inspections AND quality assurance checks and shall also include the first 50km of travel cost. Travel costs in excess of 50km and other subsistence costs – for the initial inspections only and pre-approved by the employer – are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

30.05: Data Collection – Traffic

30.05 b): Manual Counts

The traffic counting shall be carried out in accordance with the stipulations of Draft TMH 3 & 8 as relevant by pre-approved survey enumerators by capturing the traffic in a pre-defined format. The survey site shall be appropriately designated and marked such that it provides the field teams a safe place for the duration of the counting. The traffic counts shall be undertaken between the hours of 06:00 to 18:00 on days as specified at the selected survey stations. The vehicle classification system shall be discussed with Employer before the survey starts. As guidance the classification shall be in line with HDM-4 classifications.

The unit of measurement shall be the man hour and will include full compensation for all labour, transport, disbursement, and equipment necessary to undertake the traffic counts and shall also include the first 50km of travel cost. Travel costs more than 50km and other subsistence costs – both pre-approved by the employer – are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

Data shall be submitted in the formats prescribed in Draft TMH 14 and the service provider shall repeat the traffic surveys for the specified period at his own cost should the data be found to be erroneous. The Employer shall provide adequate evidence for such rejection.

4000: DATA ANALYSIS / VERIFICATION

40.01: Road Network

40.01 a): Visual Condition

The visual condition of the road network shall be undertaken using the “**post rating**” method i.e., applying the stipulations of the Draft TMH 9 (Parts A to E) as applicable.

Only accredited visual assessors are permitted to do the post rating assessment (refer to project specification item 30.01 I)) with ratings being captured directly to the PMS data capture interface. To mitigate errors in the data, the following quality control procedures are to be followed:

- The visual condition is individually rated by two accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed before a final data set is established
- An accuracy check is then done to establish logical exceptions between individual rating items e.g., check skid resistance rating against texture. Again, all exceptions are cross checked and corrected
- Logical check, e.g., area of patching exceeds roadway area
- Integrity check on inventory data
- Cross check of cracking with ACD data

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply.

The post rating and capture of visual condition data to the RAMS is to be completed within 8 weeks of the field work being concluded. Any emergency works identified by this exercise are to be escalated to the relevant management of the Employer

The unit of measurement to undertake this work will be a Carriageway/Km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and data verification/quality control as per points a) to e) above and all other necessary actions to undertake this task.

40.02: Structures

40.02 a): Bridge Structures

The visual condition data for the bridge structures network shall be captured to the BMS module of the RAMS directly from the field sheets (refer TMH 19 Parts A and B for requirements in this regard).

The same accredited bridge assessors who undertook the field work will be used to capture the data to the BMS. To mitigate errors in the data, the following quality control procedures are to be followed:

- The visual condition data is to be captured twice by different accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed by the assessors and the RAMS structural engineer before a final data set is established
- An accuracy check is then done to establish logical exceptions between individual rating items
- Integrity check on inventory data

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply.

The capture of visual condition data to the RAMS is to be completed within 8 weeks of the field work being concluded

The unit of measurement to undertake this testing will be the number of major structures and shall include all costs for labour, materials, equipment, rating the distresses, quality management and data verification/quality control

40.02 b): Major Culvert Structures

The visual condition data for the major culvert structures network shall be captured to the BMS module of the RAMS directly from the field sheets (refer TMH 19 Parts A and B for requirements in this regard).

The same accredited bridge and/or major culvert inspectors who undertook the field work will be used to capture the data to the BMS. To mitigate errors in the data, the following quality control procedures are to be followed:

- The visual condition data is to be captured twice by different accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed by the assessors and the RAMS structural engineer before a final data set is established
- An accuracy check is then done to establish logical exceptions between individual rating items
- Integrity check on inventory data
- Panel Inspections on 10% of the minor structures network (refer 40.01 s))

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply. The capture of condition data to the RAMS is to be completed within 8 weeks of field work being concluded

The unit of measurement to undertake this testing will be the number of minor structures and shall include all costs for labour, materials, equipment, rating the distresses, quality management and data verification/quality control.

40.03: Traffic

Traffic data obtained from the automated, or **manual surveys** is to be captured to the TMS of the RAMS.

Prior to the data being captured, the service provider's RAMS pavement engineer will undertake data integrity checks including, but not limited to:

- Positioning cross checks of traffic counting site
- Review comments "flags" noted during the field work
- Review of data submitted for compliance with requirements
- Undertake logical check that data is "reasonable", e.g., % heavy vehicles does not exceed % light
- Data authentication

Draft TMH 3 provides specifications data quality management

The unit of measurement is the Sum and shall include full compensation for all labour, transport, materials, equipment, and any other actions necessary to undertake the analysis/validation and data capture of the traffic data. Payment will be made on receipt of acceptable data sets.

5000: REPORTING

50.01: Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of each type of the road network condition.

- 50.01 a): Flexible Surfaced Road Network
- 50.01 b): Unsurfaced Road Network
- 50.01 c): Rigid (Concrete) Road Network
- 50.01 d): Semi-Rigid (Block Paved) Road Network

The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, optimization analysis, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects.

The report will include current unit rates and validate the planned budget expenditure illustrating how proposed rehabilitation and maintenance plans will improve the condition of the road network and mitigate risk.

The content of the annual Surfaced Road Network Report will include, but not limited to:

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Manual Visual Surveys Undertaken
- Discussion on Manual Visual Surveys and Quality Control Procedures

- Detailed Discussion on results of Manual Visual Survey
- Inspection Results in terms of Condition Index, Prevalent Modes of Distress and Trends
- Prioritization and Optimization Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required

Future Surfaced Road Network Inspections

Appendix A: Surface Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Optimization Results

Appendix E: Remedial Intervention Algorithms and Indices Calculations

Appendix F: Repair Measure Listings: Routine Maintenance

Appendix G: Repair Measure Listings: Periodic Maintenance

Appendix H: Repair Measure Listings: Special Maintenance

Appendix I: Repair Measure Listings: Rehabilitation and Improvement

Appendix J: Budgets and Economic Analysis

Appendix K: Asset Register

Appendix L: Emergency Interventions

Appendix M: Specialist Inspections

Appendix N: Future Inspections

Appendix O: Panel Inspection and Quality Control

Appendix P: GIS Maps indicating Condition and Remedial Action Requirements

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 paper copies, 2 electronic copies on CD, and presenting the report to the Employer as instructed.

50.02: Structures

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, a network report is to be prepared on the status quo of the bridge and major culvert structures. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects. The report will validate the planned budget expenditure and illustrate how the proposed rehabilitation and maintenance plans will improve the overall condition of the structures network and mitigate potential risks.

The minimum content of the annual Bridge Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Structures Inspected
- Discussion on Inspections and Quality Control Procedures
- Inventory Data and Asset Register
- Inspection Results in terms of VCI
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Budgeting Summary
- Proposed Emergency Bridge Repair Projects
- Special Inspections Required
- Future Bridge Inspections

Appendix A: Structures Asset Register

Appendix B: Structures Inventory

Appendix C: Photographs

Appendix D: Priority Listings

Appendix E: Repair Measure Listings: Routine Maintenance

Appendix F: Repair Measure Listings: Periodic Maintenance

Appendix G: Repair Measure Listings: Special Maintenance

Appendix H: Repair Measure Listings: Rehabilitation and Improvement

Appendix i: Current and Required Budgets

Appendix J: Emergency Interventions

Appendix K: Specialist Inspections

Appendix L: Future Inspections

Appendix M: GIS Maps of Structures

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 paper copies, 2 electronic copies on CD, and presenting the report to the Employer as instructed.

50.03: Traffic

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the road network in terms of traffic use. The report will discuss current traffic volumes, growth and reduction trends, axle loading, overloading and proposals to ensure that the road network will have adequate capacity in terms of level of service, geometrics, and pavement structure.

The minimum content of the annual Traffic Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Selection of Counting Stations
- Traffic Counts
- Quality Control
- Traffic Volumes and Trends

- Heavy Vehicle Volume and Trends
- Heavy Vehicle Loading and Trends
- Traffic Growth / Reduction
- Discussion of Critical Routes
- Capacity Analysis
- Conclusions and Recommendations

Appendix A: Traffic Counting Stations

Appendix C: Photographs

Appendix D: Detailed Total Traffic Statistics

Appendix E: Detailed Heavy Vehicle Traffic Statistics

Appendix F: Road Link Volumes

Appendix G: Volume / Capacity Ratio

Appendix H: Listing of Road Links by Total Traffic and Heavy Traffic Volumes

Appendix I: GIS Maps Illustrating Link Volumes

Appendix J: Listing of Routes by Total Traffic and Heavy Traffic Volumes

Appendix K: GIS Maps Illustrating Route Volumes

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 paper copies, 2 electronic copies on CD in both *.pdf and *.doc format and presenting the report to the Employer as instructed.

50.05: RAMS Asset Register and RAMP

Upon completion of the FULL data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the Road Network Asset Register. The report will be comprehensive and fully compliant with the GRAP 17 stipulations and will report on, inter alia, current component valuation, replacement cost, valuation/replacement ratios, discount rates and net present values, valuation trends and other statistics as required.

In addition to the above, the employer's annual road asset management plan report is also to be compiled.

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the reports, printing 5 paper copies of each report, 2 electronic copies of each report on CD in both *.pdf and *.doc format and presenting the reports to the Employer as instructed.

6000: ADDITIONAL SERVICES

60.01: Attend Meetings

Project meetings shall be held monthly at the Employers offices in Sekhukhune District Municipality office. The unit of measurement to attend these regular meetings will be the

Person Hour and shall include all costs for labour, materials, equipment, disbursements, and travel, compiling of the meeting agenda, preparing Minutes, and circulating such.

All the Service Provider's Key Persons (except the bridge / culvert inspector's and the paved / unpaved roads assessors), as listed in the Contract Data, are required to attend these meetings.

Attendance at meetings in addition to the above can be claimed for under payment item 60.02 (a to d) and 70.01/70.02 as appropriate. Expenditure for additional meetings shall only be undertaken on written instruction of the Employer

60.02 b): Ad-hoc Support: Category B Staff

Ad-hoc support may be required periodically from the Service Provider. The unit of measurement is the hour of time spent on such services by Category B staff (as defined in the Engineering Profession Act (46/2000)) and shall cover all labour costs for time spent on the provision of the "ad-hoc" service. Payment for time spent travelling will not be made, but the costs of such travel and disbursements can be claimed under payment item 70.01/70.02 if pre-approved by the Employer.

Expenditure for the above shall only be undertaken on written instruction of the Employer

60.02 d): Ad-hoc support: Category D Staff

Ad-hoc support may be required periodically from the Service Provider. The unit of measurement is the hour of time spent on such services by Category D staff (as defined in the Engineering Profession Act (46/2000)) and shall cover all labour costs for time spent on the provision of the "ad-hoc" service. Payment for time spent travelling will not be made, but the costs of such travel and disbursements can be claimed under payment item 70.01/70.02 if pre-approved by the Employer.

Expenditure for the above shall only be undertaken on written instruction of the Employer.

60.04: Training and Skills Transfer

In addition to ad-hoc informal training provided during the various data collection activities, assessments and data analysis operations, the Service Provider will facilitate and manage formal training sessions for the Employers staff and students identified by the Employer.

The training sessions will be held at least once per year and will include, inter alia, the following topics:

- COTO TMH9: Manual for Visual Assessments (flexible, rigid, semi-rigid and un-surfaced roads)
- COTO TMH22: Road Asset Management Manual
- COTO TMH19: Manual for the Visual Inspection of Road Structures (Part A and B)
- COTO TMH3 and TMH8: Manuals for Traffic Monitoring
- COTO TMH18: Manual for Road Asset Data Electronic Exchange Formats
- Road construction and maintenance
- Pavement design of paved and unpaved roads
- Road to registration for candidate engineering technicians and technologist
- Pavement Management System and Road Asset Management

The training programme must include theoretical and practical sessions and, for the road and structures assessment training, include formal testing for accreditation purposes.

In addition to the above, workshops will be arranged to familiarize the Employers staff and designated students with the various RAMS program systems and sub-systems

A Provisional Sum has been included for training /skills transfer and the Service Provider will submit a detailed 3-year training plan, together with costs, for approval within 6 weeks of appointment. Expenditure under this item shall only be undertaken on written instruction of the Employer

7000: DISBURSEMENTS

70.01: Travel

Travelling costs are only payable where the individual pay item description allows for such. The unit of measurement is the vehicle kilometer and shall include for all costs associated with the travel. Travelling by other means (air, rail etc.) will be for the Service Providers cost. Expenditure under this item is to be pre-approved by the Employer.

70.02: Accommodation

Accommodation costs are only payable where the individual pay item description allows for such. The unit of measurement is the person night and shall include for all accommodation costs including meals and any other subsistence expenses. Expenditure under this item is to be pre-approved by the Employer.