



transport

Department:
Transport

REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1

Enq: Mr. J. Mashinini/Mr. T Mkhari

Tel Number: (012) 309-3045/3011

Dear Sir / Madam

BID NUMBER: DOT/21/2023/RT (CUSTER A)

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format USB's of the technical proposal, and one (1) Original hard copy of the financial proposal inside marked "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**
- **A Compulsory Briefing Session will be held on the 04th of September 2023 at the Department of Transport Indaba Boardroom at 11:00 am.**

2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.

3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.

- 4 Kindly take note that this is a two-envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two-envelope system will be disqualified.

Kind Regards

DIRECTOR GENERAL: TRANSPORT

DATE:

CHECKLIST:DOT/21/2023/RT: APPOINTMENT OF THE SERVICE PROVIDERS TO PROVIDE TECHNICAL SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?		
3	Did you submit an original and valid Tax Clearance Certificate? In bids where consortia/joint venture/sub-contractors are involved; each party must submit a separate Tax Clearance Certificate (paragraph 4 of the SBD 2 form)		
4	Please note that SBD 1 must form part of the Technical proposal. (The envelope must be marked Technical proposal)		
6	Is the SBD 6.1 Form completed and signed? In bids where consortia /joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate.		
7	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
8	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
9	Please note that late bids will not be considered.		
10	Updated CSD report must be attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?		

Declaration: I, the undersigned (Full Name)
certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

.....
Signature **Date**

.....
Position **Name of Bidder**

ANNEXURE A

TECHNICAL

PROPOSALS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)				
BID NUMBER:	DOT/21/2023/RT	CLOSING DATE:	26/09/2023	CLOSING TIME: 11:00
THE APPOINTMENT OF THE SERVICE PROVIDERS TO PROVIDE TECHNICAL SERVICES TO THE DEPARTMENT OF TRANSPORT FOR THE PERIOD OF 36 MONTHS				
DESCRIPTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET				
PRIVATE BAG X 193				
PRETORIA 0001				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR J MASHININI / MR T MKHARI		CONTACT PERSON	MR. P MOHAN
TELEPHONE NUMBER	012 309-3045/3011		TELEPHONE NUMBER	012 309 309 3927
FACSIMILE NUMBER			FACSIMILE NUMBER	
E-MAIL ADDRESS	Mashinij@dot.gov.za/Mkhariti@dot.gov.za		E-MAIL ADDRESS	MohanP@dot.gov.za
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				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No.
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

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 BELOW.

☐ YES ☐ NO

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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 the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 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 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.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

"State" means –

 - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.
- ²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:
	Name of state institution at which you or the person connected to the bidder is employed :
	Position occupied in the state institution:
	Any other particulars:	
	
	
	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
	
	
	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
	
	
	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	
	

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

**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
- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

- 1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

- 1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of 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);
- (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. POINTS AWARDED FOR PRICE

3.1 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

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (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. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)
YES ☐ NO ☐
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans			
OR			
Any EME			
Any QSE			

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of
company/firm:.....
- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS



THE APPOINTMENT OF A SERVICE PROVIDERS TO PROVIDE TECHNICAL SERVICES TO THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS.

This bid will be awarded for the following work package.

Cluster A: National Infrastructure Programme, Project and Delivery Management .

DOT/21/2023/RT

CONTACT DETAILS

Administrative Contact	Technical Contact
Bidding Office	Project Managers
Name: Tyron Mkhari	Name: Prasanth Mohan
Directorate: Supply Chain Management	Directorate: Road Infrastructure & Industry Development
Tell:012 309 3011	Tell:012 309 3927
E-mail: mkharit@dot.gov.za	E-mail: MohanP@dot.gov.za

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TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER/S TO PROVIDE TECHNICAL SERVICES TO THE DEPARTMENT OF TRANSPORT (ROADS BRANCH) FOR A PERIOD OF 36 MONTHS

1 BACKGROUND

1.1 The Roads Branch, as the custodian of the road transport function, has, among its core mandate, roles and a responsibility:

- 1.1.1 coordination and oversight of the road infrastructure planning, financing & implementation;
- 1.1.2 developing, implementing & supporting sustainable industry development and transformation programmes for the road construction & maintenance industry;
- 1.1.3 coordinating and/or conducting research to review and update Norms, Standards & Guidelines and/or provision of information systems / toolkits.
- 1.1.4 country-wide monitoring and oversight of policies, strategies & programmes in the roads sector.

1.2 With regards to, the roads portfolio, the planning, financing, implementation of road construction and maintenance projects is an “exclusive function” that takes place at national level through SANRAL, provincial level by Provincial Road Authorities and municipal level by Municipal Road Authorities.

1.3 In addition to the Equitable Share Budgets allocated to Road Authorities by their respective Treasuries, the following dedicated National Government, supplementary funding is provided to support Road Authorities for implementing Government Programmes, and/or their own strategies, programmes, road infrastructure projects and plans through the:

- 1.3.1 Provincial Road Maintenance Grant (PRMG);
- 1.3.2 Rural Road Asset Management System Grant (RRAMSG);
- 1.3.3 Urban Settlement Development Grant (USDG);
- 1.3.4 Municipal Infrastructure Grant (MIG).

**Note - the USDG and MIG funding are not only for Road Infrastructure, but for all municipal infrastructure, such as housing, water, waste management, sports facilities, etc.*

- 1.4 The formulation and packaging of programmes, projects, plans, and activities by the Road Authorities (national, provincial, municipal) are informed and guided by various legislative frameworks, policies and strategies that include, and are not limited to:

Legislation and applicable regulations, as amended:

- 1.4.1 Constitution of the Republic of South Africa Act 108 of 1996;
- 1.4.2 South African National Roads Agency Limited and National Roads, 1998 (Act 07 of 1998)
- 1.4.3 Spatial Planning and Land Use Management Act (SPLUMA) Act 16 of 2013;
- 1.4.4 Inter-Governmental Relations Act (IGRA) Act 13 of 2005;
- 1.4.5 National Land Transport Act (NLTA) Act 5 of 2009;
- 1.4.6 Project and Construction Management Act, 2000 (Act 48 of 2000);
- 1.4.7 Engineering Profession Act, 2000 (Act 46 of 2000);
- 1.4.8 Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- 1.4.9 National Standards Act, 2008 (Act 8 of 2008);
- 1.4.10 Disaster Management Act, 2002 (Act 57 of 2002);
- 1.4.11 Public Finance Management Act (PFMA) Act, No. 29 of 1999;
- 1.4.12 Municipal Finance Management Act (MFMA) Act No. 56 of 2003;
- 1.4.13 Division of Revenue Act (DORA) of 2022.

Policies, Strategies, Programmes, Plans and Activities, as amended:

- 1.4.14 National Development Plan (NDP);
- 1.4.15 Road Infrastructure Strategic Framework for South Africa (RISFSA);
- 1.4.16 Shamba Sonke Programme (SSP);
- 1.4.17 Rural Roads Programme (SIP26);
- 1.4.18 District Development Model (DDM);
- 1.4.19 Vala Zonke Programme;
- 1.4.20 Welisizwe Rural Bridges Programme (SIP25);
- 1.4.21 Infrastructure Delivery Management System (IDMS);
- 1.4.22 Framework for Infrastructure Delivery and Procurement Management (FIDPM);
- 1.4.23 Infrastructure Procurement Strategy (IPS);
- 1.4.24 Expanded Public Works Programme (EPWP);
- 1.4.25 COTO Specifications and the TRH & TMH series of Technical Manuals;
- 1.4.26 PRMG Practice Note 1 of 2023.

- 1.5 As part of its responsibilities, the Department of Transport has to continually assess the country-wide implementation of policies, strategies, programmes and plans to facilitate and/or, for making improvements to it. This may include direct technical support to Road Authorities, as and when required, or if directed to do so.

1.5.1 whereas, in terms of Section 125 (3) of the Constitution of the Republic of South Africa, 1996, a province has executive authority in terms of subsection (2)(b) only to the extent that the province has the administrative capacity to assume effective responsibility. The national government, by legislative and other measures, must assist provinces to develop the administrative capacity required for the effective exercise of their powers and performance of their functions referred to in subsection (2).

1.5.2 whereas, in terms of Section 154 (1) of the Constitution of the Republic of South Africa, 1996, the national government and provincial governments, by legislative and other measures, must support and strengthen the capacity of municipalities to manage their own affairs, to exercise their powers and to perform their functions.

1.5.3 This project is to address the road maintenance crises in South Africa, through “Technical Interventionalist Support” by the Department of Transport as mandated by Cabinet:

1.6 Based on the President’s State of the Nation Address (SONA) of 2022, regarding millions of South Africans in rural areas who are facing access and mobility challenges, roads and bridges are identified as some of the key Government interventions to provide access to markets, employment opportunities and even basic social services. To this effect: - Government committed to upscale the “*Welisizwe Rural Bridges Programme*” to deliver 96 bridges a year, of which the Department of Public Works & Infrastructure, through the South African National Defence Force (SANDF) is the implementing agent of the programme using the expertise of SANDF engineers.

1.6.2. The other key Government priority as per May 2022 Cabinet Economic Retreat is the rollout of the “*Operation Vala Zonke*”, which is an integrated & “holistic approach” by all the three spheres of Government. The key focus areas of the Vala Zonke are:

- 1.6.2.1 Network Verification and upload into the Centralised Repository;
- 1.6.2.2 Road Classification and the Assignment of Roles and Responsibilities;
- 1.6.2.3 Rollout of Asset Management and Data Warehousing Services;
- 1.6.2.4 Rollout of the Public Reporting Mobile App Services and Roads Authority Mobile App Services;
- 1.6.2.5 Strategic road transfers to SANRAL, including the strategic network links (small towns, etc);
- 1.6.2.6 MOUs between SANRAL and Provincial Road Authorities. This includes the CSIR;
- 1.6.2.7 Central Digital Road Transport Master Plan (Model);
- 1.6.2.8 Enabling Mechanisms to enhance Private Sector Participation;
- 1.6.2.9 Putting on place a sustainable funding model to implement and rollout all of the above; and
- 1.6.2.10 Rollout of Shamba Sonke Programme

- 1.6.3 The “Roads War Room”, recently established and will be fully functional by 31 July 2023, shall have a dedicated call centre team to focus on tracking and tracing of potholes reported, investigating delays and facilitating support, including monitoring of the following acceleration of Operation Vala Zonke sub-projects - (a) Road maintenance, [provincial and municipal] (b) Rural Roads, (d) Block paving, (e) use of Nano Technologies, (f) Welisizwe Rural Bridges, (g) Skill Development and Job Creation, (h) Private Sector support.
- 1.6.3.1 All deployed representatives will engage daily with road authorities and meet monthly at the War Room to assess progress and make decisions on challenges experienced by any Province or Municipality.
- 1.6.3.2 Assistance to Road Authorities with registration on the Integrated Transport Information System (ITIS) and Centralised Road Authority App is being intensified to complete network verification, data upload, road classification, including building digital transport master plan
- 1.6.3.3 The Roads Authority APP will be used as a key instrument / tool to track and trace provincial and municipal road projects and thus improve the monitoring and oversight. All Road Authorities require to use it.
- 1.6.3.4 The Adopt-A-Road Program is being pursued to provide an opportunity for organizations and businesses to help maintain sections of roads as volunteers or hire a maintenance service provider to perform the work on their behalf. A standard Memorandum has been developed for use by the Road Authorities to partner with the private sector and implement this initiative.
- 1.6.3.5 The requirement to create skills development for unemployed graduates shall form part of the requirements of the Provincial Road Maintenance Grant Conditional Framework to ensure compliance to Government Gazette Notice 43726 Best Practice Assessment Scheme of 8 September 2020. Currently, there is a lack of tracking and tracing, including reporting on this. Effective monitoring and oversight is needed to upscale this initiative.



2 SCOPE OF WORK

2.1 GOAL

The Goal of this Project is

2.1.1 **to seek technical support** for the Operation Vala Zonke and Shamba Sonke Programme Management, Project Packaging, Country-wide Project Oversight, Quality Assurance and Reporting for the roads infrastructure sector as per the DORA, the PFMA and Annual Performance Plan deliverables, requirements and within timeframes to meet the expected quality and service delivery improvement plan objectives of the Roads Branch;

2.2.2 **to provide support to Road Authorities** for full scale national implementation (rollout) and operationalisation of the road infrastructure development agenda and needs, as envisaged in the S'hamba Sonke Programme Operations Manual and in line with the RISFSA, the IDMS, the COTO technical manuals and other applicable policies, legislation, strategies and prescripts or directives / instructions;

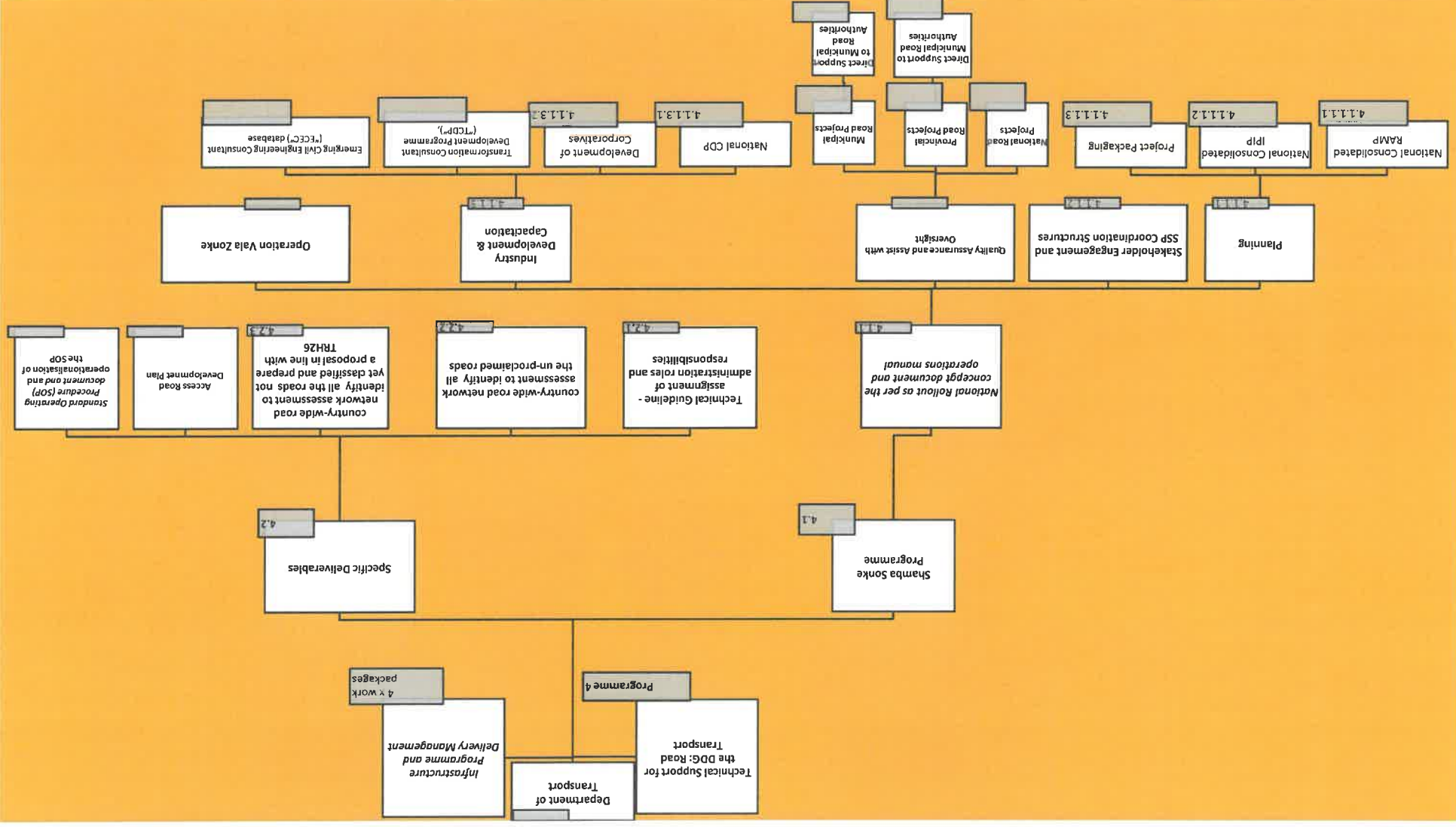
2.1.3 **to verify and validate that data** submitted to the Department of Transport were effectively and optimality used in infrastructure planning and preparation of the annual Road Asset Management Plan (RAMP), of which a significant component of an asset management plan is project selection and prioritisation, resource allocation and cash-flow projections for activities based on the short, medium and long-term planned maintenance interventions.

2.1.4 **to ensure quality assurance** - monitor the achievement of the performance criteria i.e. management performance measures, key performance measures, and operational performance measures. This shall include assisting the Department of Transport in the implementation of an auditing review process which includes both technical and financial audit, and provides a physical check (onsite monitoring), that implementation has been carried out to pre-defined standards or procedures, and that costs and other resources are accounted for properly. All projects are required to register and the necessary reportable information must be captured and uploaded onto the Roads Authority Mobile Reporting App.

2.1.5 **to achieve specific deliverables as outlined in the scope of work or that may arise from time to time** - this includes assistance for the Road Classification process to be 100% completed as envisaged in RISFSA, the development of a document for Assignment of Administration Roles and Responsibilities for the Road Authorities as envisaged in RISFSA, the review and updating of the ARDP, the development of a SOP document and to achieve the deliverables as outlined in the Shamba Sonke Programme (SSP).

- 2.1.6 As already indicated, the Department shall award four Bids (also refer Fig 2). Therefore, the respective successful Service Providers are expected to work closely and cooperate with each other to achieve these goals by agreeing to sign the Service Level Agreement, as maybe amended, as part of the Contract Agreement (**Annexure C**). Bidders are required to take note, that if they want to participate / be awarded more than one Bid, they will have to assemble separate project teams and demonstrate they have capacity and resources to undertake the works.



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Infrastructure Programme, Project and Delivery Management

1. Overall National Coordination and Management of the Work Packages, including support
2. Overall project profiling and stakeholder management
3. Access Road Development Plan
4. Industry Development & Capacity
5. Standard Operating Procedure (SOP) document and operationalisation of the SOP and reporting etc
6. Road Classification
- 6.1 Technical Guideline - assignment of administration roles and responsibilities
- 6.2 country-wide road network assessment to identify all the un-proclaimed roads
- 6.3 country-wide road network assessment to identify all the roads not yet classified and prepare a proposal in line with TRH26 and provide implementation support

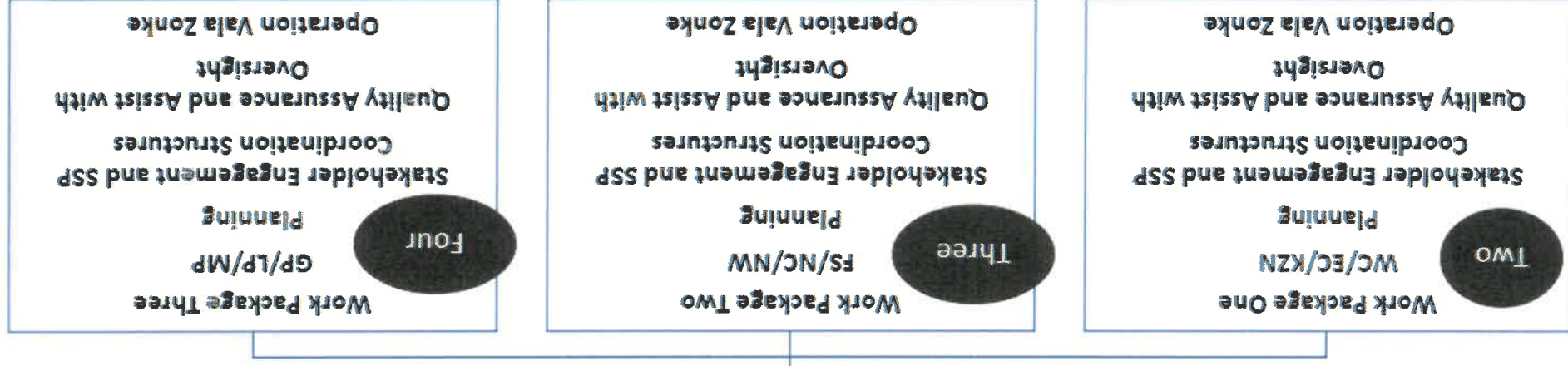


Fig 2: Details of how the BIDS shall be Awarded (four separate Bids)

2.3.1 Work Package - Infrastructure Programme, Project and Delivery Management

2.3.1.1 The following work is envisaged and not limited to the following:

- a) provide ongoing technical support to the Department for the management, oversight and national coordination of road project planning, implementing and monitoring including key interventions as and when required to do so such as the Shamba Sonke Programme and Operation Vala Zonke;
- b) responsible for overall coordination monitoring and oversight of the activities, with regards, the provincial clusters and consolidation / compilation of information and reports nationally;
- c) research, benchmark the monitoring, evaluation and oversight “Operational Model and Approach” of the Roads Branch and develop a “Standard Operating Procedure” (SOP) document/manual for the roads branch to effectively and efficiently fulfil its mandate;
- d) research for infrastructure construction systems and suppliers in the province to support local empowerment and advice the Department and provide support the implementation as maybe required and agreed upon;
- e) Socio facilitation and community liaison as deemed necessary;
- f) monitor and evaluate performance and provide ongoing reports and audio-visual material indicating the impact on the community and economic development through the implementation of flagship projects;
- g) facilitating and assisting with training as and when required, especially for the EPWP workers, SMMEs and Corporatives providing services to the road’s authorities, including where possible for technical staff employed by road authorities
- h) technical review and update the Shamba Sonke Programme Documents
- i) finalisation of the Access Road Development Plan (ARDP), which must focus more broadly and holistically than the current version, and be updated with a prioritised project list and implementation plan for SIP 26. The following is the scope of work envisaged through this appointment but not limited to the following:
 - aa. review of the draft ARDP, the Road Asset Management Plans (RAMPs), Integrated Development Plans (IDPs) and any feedback provided during the stakeholder consultations as maybe required; and
 - bb. consolidate all inputs into the revised ARDP with prioritised project list per categorization and implementation plan for SIP 26. This includes mapping out and preparing project costing estimates.
- j) Assist the Operation Vala Zonke team with road network identification and provide support with processes to complete the application (implementation) of the Road Proclamation, Road Classification processes and the Assignment of Administration Roles & Responsibilities as envisaged in RISFSA, which is aligned to the Shamba Sonke Road Programme (SSP) and the relevant guidelines and related road infrastructure asset management programmes. The following work is envisaged and not limited to the following:

- i. assist in defining and updating the road network inventory.
 - ii. assist to identify roads that have not been proclaimed in the country;
 - iii. develop a criteria guideline document for proclamation of these roads, as applicable;
 - iv. support/assist Road Authorities to apply the criteria on all roads that have been identified as un-proclaimed;
 - v. identify, verify and determine the extent of roads not yet classified per road authority on the basis of their function in line with TRH26 Technical Manual. A report should be produced outlining the assistance that these Road Authorities would need to complete the classification of the roads, whilst taking in account that the Functional Classification should be a joint exercise involving the urban planners and transportation engineers of all relevant authorities. Include the roads that have been proclaimed according to the criteria above. Other disciplines can be included where relevant;
 - vi. prepare technical guidelines for the Department of Transport to provide support in determining the assignment of administrative roles and responsibilities to road authorities as envisaged in RISFSA document.
 - vii. support/assist the Department and Road Authorities to apply the criteria and technical guidelines so that this is addressed for the entire road network in South Africa
- k) The stakeholder interaction programme, which forms a critical component of the project. In the case of the Shamba Sonke Programme, this process includes the on-going sampling of selected flagship road projects from the Road Authorities' Project lists in order to demonstrate best practices, showcase job creation and the development of Small, Micro, and Medium-sized Enterprises (SMME) and Cooperatives. This is done as part of the monitoring and evaluation exercise. Engagements with stakeholders and communities normally take place throughout the year with a buildup during the Annual Transport Month and/or based on the availability of the political principals. The list of stakeholders includes the following - Members of Parliament, Government Cluster Representatives, Labour, MINMEC, Provincial Road Authorities, and Municipal Road Authorities. Relevant Sector Departments, SALGA, and/or vulnerable road users. With regards, this work package, the following is also envisaged and it is not limited to the following:
- i. assistance with the necessary processes and activities for the successful Operationalisation of SSP Coordination Structures as identified and required by the SSP Operations Manual and aligned to the IGR Act and framework.
 - ii. stakeholder consultation and liaison with Road Authorities, industry experts, Construction Industry Development Board (CIDB) and Local Communities and suppliers as envisaged in the SSP Manual.
 - iii. Social facilitation



- i) Advice and assistance in Creating Sustainable Industry Development and Capacitation
 - i. Business Development - the key focus areas of the project are to identify and assist Road Authorities in putting in place a sustainable beneficiation projects targeting the EPWFP workers, SMMEs, Cooperatives whilst ensuring, where possible, alignment to National Contractor Development and BUILD Programme.
 - ii. The activities involve technical assistance and supporting Road Authorities to identify, develop, package and implement projects to empower communities so that they can be developed economically to be able to pay for rates, taxes and services provided by municipalities thereby increasing the revenue base of municipalities. The following is envisaged but not limited to the following:
 - aa. project facilitation and implement potential projects based on best practise models in line with SSP or other relevant Government empowerment programmes;
 - bb. identify, mobilise and facilitate strategic partnerships with private sector and funders on areas where there is a common interest; and
 - cc. facilitate and implement capacity building programmes
 - iii. The above, is in line with the intent of the White Paper on Reconstruction and Development Policy. In Chapter Three (The Economic Policy Framework), the RDP clearly states that "the Government's central goal for reconstruction and development is to meet the social and economic needs of the people and to create a strong, dynamic and balanced economy."
 - iv. Therefore, participation in SSP, at all levels, is a critical element with the goal of including as many social clusters as possible in the decision-making processes of the Road Authorities, within the road's environment.
 - v. Accordingly, the Department of Transport, as part of its obligation to contribute to achieving Government's central goal for Reconstruction and Development, has provided the SSP framework, which serves as a catalyst for development, promote an efficient, economy and effective use of resources while being unbiased, just, and fair - a radical transformation and development programme in terms of contractual works. This approach will not only accrue benefits for the Road Authorities but also for individuals & groups with social-economic inclusion.
 - vi. In achieving the anticipated goals, ideally the Road Authorities should set for itself, the creation of sustainable Industry development and capacitation which is ideally two-fold;
 - aa. Allocation of Existing Professional Service Works
 - bb. Creation of a Secondary Procurement platform and Emerging Civil Engineering Consultant (ECEC) Database

- vii. In supporting the creation of sustainable Industry development and capacitation, Service Providers are expected to participate in this programme and as part of the Transformation Consultant Development Programme ("TCDP"), the proposed allocation of infrastructure related projects i.e. 35% of value based service works needs to be sub-contracted to micro, emerging and small Historically Disadvantaged Enterprises owned and managed by Preferential Procurement Group i.e. Persons of Black descent, to participate in infrastructure asset management planning and management responsibility, management support, inclusive of general project/programme planning, organising, monitoring and resourcing.
 - viii. Creation of a Secondary Procurement platform and Emerging Civil Engineering Consultant Database. The objective of the secondary procurement platform and Emerging Civil Engineering Consultant ("ECEC") database is to increase the capacity, equity ownership, sustainability, quality and performance of ECEC registered Consultants - effectively raising the contribution in the civil engineering and construction industry to the Department's accelerated and development inventiveness. To achieve this objective, it is envisaged that current participants would commit to developmental outcomes that inter-alia may include:
 - aa. Improve the skills and capacity of ECEC;
 - bb. Create sustainable contracting enterprises by enabling continuous work through a competitive process;
 - cc. Improve the performance of ECEC's in terms of quality, employment practices, skills development, safety, health and the environment; and
 - dd. Improve the business management and technical skills of these consultants.
 - ix. It is envisaged that Emerging Civil Engineering Consultant enterprises may participate in procurement in one of two ways. They can either be contracted directly with the Road Authorities, or act as a sub-contractor or service provider to an Established Consultant in the delivery chain.
- 2.3.2 Work Packages Two, Three and Four - Provincial Clusters**
- a) Conduct portfolio, programme and project planning, packaging, implementation, monitoring and evaluation of projects in all regions across the Cluster;
 - b) Planning - all projects to be undertaken in relation to planning and development of the National Consolidated Road Infrastructure Plan, IPIM, and review of Road Authorities Project lists to determine project packaging in line with SSP Operations Manual. Road Authorities must be assisted for aligning the infrastructure plans to DDM integrated development. The appointed Service provider will be expected to:
 - i. review the Business plans in line with the TMH18, SSP, DORA (Grant Frameworks);



- ii. ensure that project selected by provinces comply with SSP Implementation manual by prioritising preventative road maintenance such as reseals, verge clearances, maintenance of stormwater drains, etc.
- iii. assist to ensure there is synchronisation between rural road programme and the Welisizwe rural bridge programme;
- iv. provide support to municipalities in the road infrastructure planning (ITP and IDP) and ensure better alignment of road programme between the three spheres of Government;
- v. provide technical support for municipalities on their technical reports, business plans and Table B5 Project Lists on roads to be prioritised during a particular financial year
- vi. provide support to provinces on data collected and required for project selection
- vii. advise road authorities on project selection to consider a variety of roads (rural access roads) for purposes of job creation through the maintenance of rural access roads.
- viii. advise road authorities with alignment of roads selected and prioritised in line with the District Development Model
- ix. ensure alignment of project targets by road authorities to be in line with target set by Department of Public Works and Infrastructure (DPWI) guidelines.
- c) develop and review technical, administrative and financial audits on work complete;
- d) review programme and project documentation and streamline as and when required;
- e) monitor and ensure uniformity in planning approaches and application of technical standards for construction / maintenance activities and compliance thereof;
- f) support road authorities and DoT, and/or where DoT guidance may be required, to provide the services in an agreed format, which can include guidelines, standards, technical requirements and regulations;
- g) ensure compliance to procedures, processes and requirements;
- h) programme reporting on a monthly basis in respect of all projects (social indicators, physical and financial progress), i.e. Implementation of a real-time programme and project reporting solution inclusive of:
 - i. Project Status Quo Reports
 - ii. EPWP reporting and coordination as per EPWP guidelines
 - iii. Minister / MEC /Mayoral Reports, including Transport Portfolio Committee reports;
 - iv. Progress Reports (Expenditure, Outputs, Benefits, etc) at a national, provincial and district level
 - v. Collation of progress reports from provincial and municipal service providers
 - vi. Empowerment transformation alignment on all projects
 - vii. Business Development – the key focus areas (projects) are SMMEs & Small Businesses, Cooperatives and National Contractor Development Programme;



- viii. Facilitating and Assisting with training as and when required, especially for the EPWP workers, SMMEs and Corporatives providing services to the road's authorities, including where possible for technical staff employed by road authorities
- ix. Monitoring, verification and reporting of sub-contracting on projects in line with the participation goals specified in the BIDs.
- i) Record keeping of all individual project information per province and cluster
- j) Assist in the preparation of multi-year road works and expenditure programmes in which those sections of the road network likely to require maintenance, improvement, or new construction, as identified in the analysis of infrastructure data collections surveys.
- k) Assist in the preparation and presentation of a budget for an annual or rolling multi-year work programme for a road network, or sub-network.
- l) Assist in the application of guidelines for adaptation of infrastructure asset management outputs to form the basis for decision-making on maintenance planning and programming
- m) Quality Assurance and Oversight - Service Providers shall develop and submit a quality Management plan with defined actions, inspections, sampling, testing and measurement for each construction process to ensure that the quality control process is carried out effectively. The following is the scope of work envisaged through this appointment on this work package but not limited to the following:
 - i. provide support to the Department in verifying and validation of equitable budgets allocation to the project list and expenditure is tracked and over/under expenditure is accounted for;
 - ii. those actions carried out by the Contractor to assess and control materials and construction processes to ensure that the quality of the final product/s meets all the specified requirements. It includes a quality plan with defined actions, inspections, sampling, testing and measurement for each construction process to ensure that the quality control process is carried out effectively.
 - iii. ensure that all projects are registered and updated on the Government Information Systems (IRM, ERS, eQPR and Road Authority Mobile App);
 - iv. monitor report if there is value for money realised in all projects implemented;
 - v. that key projects identified are profiled to demonstrate impact and desired outcomes of the investments in line with the SSP;
 - vi. progress and expenditure reports are prepared and submitted timeously
 - vii. all budgets and expenditure need to be tracked and accounted for;
 - viii. the key projects identified are profiled to demonstrate impact and desired outcomes of the investments in line with the SSP;
 - ix. carry out those actions necessary / required to assess the control of and use of materials, including the construction processes to ensure that the quality of the final product/s meets all the specified requirements.

- n) Technical, Engineering and Project Management Services to Road Authorities, where there is a need direct intervention support, which is not limited to the following:
- i. Assist in the preparation of multi-year road works planning and expenditure programmes;
 - ii. Assist with professional services. This could include formulating employer's brief, project initiation and recommendations, preparing business plan, feasibility study, preliminary design, cost estimates, details designs and technical drawings, tender procurement documentation, equipment specifications, discipline project management services, construction monitoring, cost consulting, quality assurance, equipment commissioning and the production of close out reports and contractor performance report as per CIDB Standard for Contractor Performance Reports for use on Construction Works Contracts (Grade 1 to 9).
 - iii. The type of work shall be defined in the context but not limited to the following:
 - aa. Asset management and condition inspection and condition assessment services
 - bb. Maintenance (Road infrastructure)
 - cc. Rehabilitation (Road infrastructure)
 - dd. Upgrades (Road infrastructure)
 - ee. Special Projects (Flood, natural disasters and Emergency)
 - ff. New Construction (Roads, bridges, culverts, etc.)
 - gg. Renovations and refurbishment (bridges, culverts, etc)
 - hh. Road Classification
 - ii. Additional Services (pertaining to all aspects of Civil Engineering)
 - iv. It is expected that the successful bidder shall be responsible to assist for the road infrastructure projects as per ECSA Stages 1- 6 (i.e. from Inception to close-out) as well as to ensure FIDPM compliance, gate approvals and assist with medium term expenditure framework (MTEF), DoRA and EPWP reporting.
 - v. Develop procedures for monitoring the implementation of the forward works programs being produced by the Infrastructure Asset Management Data Collection information, and for feeding back relevant information to the Infrastructure Asset Management system to enable future planning to be more accurate and effective. The Tenderer shall also provide training in these procedures;
 - vi. Assist Road Authorities to capture and report on the M/G-MIS in terms of progress and expenditure and utilize the system as a planning and programme management tool; and
 - vii. Assist with Contractor & Professional Services interface



- viii. Interphase with the RAMS team and assist to update road condition data (paved and unpaved) including instrumental/automated road survey data (IRI, Rut, Texture, Deflections, Images), traffic data, road safety audits or assessment reports, and bridge condition assessments in line with COTO Technical Manuals and DoRA requirements.
- ix. Assist with implementing and maintaining a Road Asset Management System (RAMS) and a Road Asset Management Plan (RAMP).

2.3.3 Skills Transfer Programme:

The following is the scope of work (applicable to all Work Packages) envisaged through this appointment but not limited to the following:

- a. integrated skill transfer programme and operationalisation of the SOP to improve and sharpen the skills and thus empower the officials involved in oversight, monitoring, evaluation & reporting on the various programmes through the implementation of road projects.
- b. Identify critical skills required around planning, implementation, monitoring and evaluation and where possible, capacitate the team from the Roads Branch i.e. putting the staff through an integrated skill transfer programme to at least cover the key aspects on scope of this project.
- c. Note - the Service Provider must provide details of the capacity building program and how skills transfer will be incorporated throughout the phases of the project. It is envisaged that some key individuals identified be allowed to spend some time at the offices of the Service Provider(s) and/or at the project sites to obtain some practical on the work experience. The timing and duration will be agreed between parties during the finalisation of the Inception Report.
- d. Improve the skills of the graduates who form part of the SSP.

2.3.4

Note(i) the Service Provider must take cognizance of the Health and Safety requirements / regulations that is applicable. The Occupational Health and Safety Act, 1993, requires the employer to bring about and maintain, as far as reasonably practicable, a work environment that is safe and without risk to the health of the workers

2.3.5

Note(ii): The service provider(s) is/are expected to acquaint themselves with the full spectrum of the Roads Sector and thus prepare a fully responsive tender proposal (refer Section 1.4)

2.4

DELIVERABLES

The deliverables are indicated in Table 1a and Table 1b separately, which is in line of how the Bids will be awarded.

Ref No	Description	Remarks
1	Inception report <i>(due within two weeks upon signing of the contract)</i>	Refer 2.4.1 and 2.4.2
2	Progress reports against planned and/or approved deliverables to justify claims submitted <i>(due monthly or as per agreed timeframes of the approved inception report)</i> .	Refer 2.4.1 and 2.4.2
3	Updated ARDP <i>(due within six months or as per the agreed timeframe of the approved inception report)</i> .	Refer 2.3.3
4	Technical Guideline Document for Administration Roles and Responsibilities as envisaged in RISFSA <i>(due within six months or as per the agreed timeframe of the approved inception report)</i> ;	Refer 2.2.3
5	5(a) Report and detailed evidence of the identification of roads that have not been proclaimed in the country, the determination of criteria for proclamation of these roads and the application of the criteria on all roads that have been identified as un-proclaimed for implementation <i>(proclamations must be completed within twelve months or as per the agreed timeframe of the approved inception report)</i> ;	Refer 2.2.3
	5(b) Report and detailed evidence of the assessment on the state of completion of the Road Classification across the entire road network in South Africa and identification of all roads not yet classified <i>(due within six months or as per the agreed timeframe of the approved inception report)</i>	
6	Monitoring and Evaluation Improvement/Analysis Report, to be used as inputs to develop the Standard Operating Procedure Document <i>(due as per agreed timeframes of the approved inception report)</i> .	Refer 2.3.3
7	Standard Operating Procedure Document. This includes a report on the successful implementation of this task <i>(due within six months or as per the agreed timeframe of the approved inception report)</i> .	Refer 2.3.3
8	Report and detailed evidence of the skills transfer sessions <i>(due as per agreed timeframes of approved inception report)</i> .	Refer 2.3.3

9	Assessment Report about the overall Road Maintenance Programme, and Updated SSP Operations Manual, with supporting material (<i>due as per agreed timeframes of the approved inception report</i>).	Refer 2.3.1
10	Project Closure Report (<i>due two weeks before project closure or as per agreed timeframes of the approved inception report</i>).	Refer 2.4.3

Table 1a: Summary of Project Deliverables
(Work Package: Infrastructure Programme, Project and Delivery Management

Ref No	Description	Remarks
1	Inception report (<i>due within two weeks upon signing of the contract</i>)	Refer 2.4.1 and 2.4.2
2	Progress reports against planned and/or approved deliverables to justify claims submitted (<i>due monthly or as per agreed timeframes of the approved inception report</i>).	Refer 2.4.1 and 2.4.2
3	Report and detailed evidence of the skills transfer sessions (<i>due as per agreed timeframes of approved inception report</i>).	Refer 2.3.3
4	Assessment Report about the overall Road Maintenance Programme, at the Provinces, with supporting material (<i>due as per agreed timeframes of the approved inception report</i>).	Refer 2.3.1
5	Project Closure Report (<i>due two weeks before project closure or as per agreed timeframes of the approved inception report</i>).	Refer 2.4.3

Table 1b: Summary of Project Deliverables
(Work Package: Provincial Clusters)

2.4.1 Upon signing of the Contract, the Deputy Director General: Road Transport shall introduce his team, at an Inception (Project Kick-off) Meeting, with the successful Service Provider / Service Provider/s. This date shall be regarded as the official date for the commencement of the contract. The appointed Service Provider/s must immediately begin with assessing the work scope, deliverables and key milestones and existing methods of operations to get an understanding of the internal GAPS or Constraints and sign internal Service Level Agreements with each other.

2.4.2 The first key deliverable after signing of the Contract is for all the Service Providers / Service Provider/s to provide the Department with their Project Inception Reports. These Project Inception Reports, will be delivered to the DOT within two weeks (14 calendar days) after signing the contract. The Project Inception Reports shall deal with the establishment of the project protocols and shall ensure:



2.4.2.1 the Multi-Level SLA (**Annexure C**) is signed by all Parties to ensure that there is alignment between the Departmental Project Team and the Service Provider/s Team's understanding in terms of the overall project objectives, scope of work, the deliverables and the timeframes;

2.4.2.2 the establishment of a Project Steering Committee is realised, including the signing of Service Level Agreements, as prescribed by the Department to ensure there is cooperation between the various appointed Service Providers to achieve the project deliverables and the overall objectives of the intervention by the Department (Refer 2.1 and 2.2 above);

2.4.2.3 the finalisation of the project activity schedule (this shall include a detailed project plan, the key project milestones and the budget (expenditure) forecast, monthly reporting, quarterly progress reporting and the monthly cash flow is finalised;

2.4.2.4 the plans are finalised for developing the programme assessment report through project profiling and the stakeholder consultation programme for the duration of the contract.

2.4.2.5 the finalisation of the skills transfer program (i.e. agreement of the capacity building program and on how skills transfer will be incorporated throughout the phases of the project)

2.4.2.6 the communication protocols between the Service Providers, the Project Steering Committee and Stakeholders is clearly understood;

2.4.2.7 matters relating to data collection / inputs for amendments are addressed;

2.4.2.8 **NOTE:** The service provider is required to compile a report on comments and inputs received and analyse the information and inputs from all the industry stakeholders during stakeholder interaction. It is envisaged that consultation with the relevant road authorities should be through members of the Roads Coordination Body, which sits quarterly. It is likely that a special sitting of the body would be required to align with the timing of this project.

2.4.3 A final project close-out report shall be submitted before the contract completion. The final report shall be revised and resubmitted after addressing the NDOT's comments on the final report. The final report shall also include an Executive Summary of the project and the report must cover activities, outputs and achievements for distributing to wider audience.

2.4.3.1 Note, whenever reports are sent to or due by the DoT, two bound hard copies shall be required at all times as well as an electronic copy (PDF version).

2.4.4 In addition to the above, there are other works (throughout the project) that includes the following amongst others:

2.4.4.1 Power Point presentations and ongoing discussions with the Project Team;

2.4.4.2 Preparation of draft documents and circulation for comments, inputs for reviewing and updating purposes;

2.4.4.3 Recording and keeping minutes for all meetings held and copies of all correspondence received during the entire process from stakeholders in a document titled "comments register";

2.4.4.4 Development, preparation and distribution of an electronic version – both in MS Word as well as a PDF format to the DOT;

2.4.4.5 Preparation of workshop material to be used during capacitation / information sessions for the Departmental staff and with the relevant stakeholder's e.g. Provincial officials, industry, etc. project profiling, facilitation and presentation material for SSP Rollout engagements/visits to the identified road projects. It is envisaged that at least 9 projects per quarter shall be visited as part of the political monitoring and oversight.

2.5 PROJECT SCHEDULE AND RESOURCING

2.5.1 Project Schedule

2.5.1.1 The duration of project term is 36 months, (3 years). However, the Department of Transport reserves the right to extend and renew the contract to a further period of two (2) years

2.5.2 Project Resourcing (Cluster Level)

2.5.2.1 The SSP Implementation Manual (2012) emphasises that the implementation of the SSP as a national initiative requires a well-thought-out management structure that will be able to monitor and evaluate progress countrywide. One of the key factors to the success of the programme is to ensure that the DOT is well resourced and has a team of multi-skilled or multi-disciplinary professionals. The Programme Management Team (PMT) should have a clear understanding of the holistic approach to road construction and maintenance as embedded in the SSP.

2.4.2.2 The composition of skills and experience in the team shall be proposed in relation to the tasks outlined. There should be a dedicated person/s allocated to support the staff in the Road Infrastructure Planning and Road Funding Directorates, especially the following departmental project managers/teams responsible for (a) planning & coordination, (b) infrastructure network management, (c) rural road management, (d) compliance matters, (e) finance & coordination, (f) preparing of reports. As a general indication, the Cluster shall be led by a Project Director supported by Provincial Coordinators and a core team per province. The actual requirements shall depend on the skills mix selected, the methodologies and the deployment of staff.

2.4.2.3

The following is provided as an indicative guide to the make-up of the key professional staff. However, the Tenderer has the choice to propose the team they consider to be the most suitable for carrying out the Project (also refer **Annexure B**, which must be submitted as part of the Technical Proposal).

Position	Experience and Qualifications
Project Director (Client Manager)	<ul style="list-style-type: none"> a. The required minimum qualification is a BTech or BSc degree in either civil engineering, construction management, quantity surveying or equivalent as well as registration as a Professional Construction Project Management professional. b. Experience in infrastructure delivery management and planning regarding similar programmes and multiple projects. This includes the RAMPS processes to project selection, prioritisation, ensuring project designs in line with SSP and EPWP and empowerment programmes. c. Experience in developing and managing supplier and community-based empowerment programmes. d. Experience in stakeholder's management, including extensive engagement with relevant forums and communities on the related processes and handling conflicts related to road projects.
Provincial Coordinator (one person per province)	<ul style="list-style-type: none"> a. The required minimum qualification is a BTech or BSc Degree in either civil engineering, construction management, quantity surveying or equivalent as well as registration as a Professional Construction Project Management professional b. Experience in infrastructure delivery management and planning regarding similar programmes and multiple projects.
Senior Project Managers (Quality Assurance Specialists – seven persons per project manager)	<ul style="list-style-type: none"> a. The required minimum qualification is a BTech or BSc degree in either civil engineering, construction management, quantity surveying or equivalent as well as registration as a Professional Construction Project Management professional b. This is the team assigned responsible to oversee and guide the work performed by Project Managers and for on-going monitoring and evaluation and reporting on the projects being implemented by the Road Authorities (SANRAL, Provinces and Municipalities). This includes from the RAMP processes to project selection, prioritisation, and ensuring project designs in line with SSP and EPWP. c. Experience in infrastructure delivery management and planning regarding similar programmes and multiple projects. d. Experience in road engineering project including road and pavement condition data collection systems and associated data collection. e. Experience in quality assurance of traffic, road and pavement condition data collection.
Project Managers (Quality Assurance Specialists - three persons per DM)	<ul style="list-style-type: none"> a. The required minimum qualification is a BTech or BSc degree in either civil engineering, construction management, quantity surveying or equivalent as well as registration as a Professional Construction Project Management professional b. This is the team assigned for on-going monitoring and evaluation and reporting on the projects being implemented by the Road Authorities (SANRAL, Provinces and Municipalities). This includes from the RAMP processes to project selection, prioritisation, and ensuring project designs in line with SSP and EPWP c. Experience in infrastructure delivery management and planning regarding similar programmes and multiple projects.

	<ul style="list-style-type: none"> d. Experience in road engineering project including road and pavement condition data collection systems and associated data collection. e. Experience in quality assurance of traffic, road and pavement condition data collection. f. Project Managers Responsible for oversight / verification of the PRMG projects implementation as per specifications within District Municipality using SANRAL mobile App applications
Specialist Engineer – Asset Management	<ul style="list-style-type: none"> a. Experience with asset management, data collection and analysis and road classification b. BTech or BSc in Civil Engineering or equivalent c. Professional Registration at ECSA d. At least 5-years relevant experience
Specialist Engineer (Road Network Infrastructure Planning)	<ul style="list-style-type: none"> a. Experience in the preparation of multi-year road works planning and expenditure programmes. This includes from the RAMP processes to project selection, prioritisation, and ensuring project designs in line with SSP and EPWP b. BTech or BSc in Civil Engineering or equivalent c. Professional Registration at ECSA d. At least 5-years relevant experience
Design Engineer (Pavements)	<ul style="list-style-type: none"> a. Experience in pavement design for Provincial and/or Municipal roads. b. BTech or BSc in Civil Engineering or equivalent c. Professional Registration at ECSA d. At least 5-years relevant experience post qualification.
Design Engineer (structures)	<ul style="list-style-type: none"> a. Experience in structural design for Provincial and/or Municipal bridges. b. BTech or BSc in Civil Engineering or equivalent c. Professional Registration at ECSA d. At least 5-years relevant experience post qualification.
Traffic Engineer	<ul style="list-style-type: none"> a. Experience in traffic engineering for Provincial and/or Municipal roads. b. Experience in road safety assessments/audits for Provincial and/or Municipal roads. c. iRAP and/or RSA accredited. d. BTech or Bachelors or National Diploma in Civil Engineering or equivalent. e. BTech or BSc in Civil Engineering or equivalent f. Professional Registration at ECSA g. At least 5-years relevant experience post qualification.
Engineering Geologist	<ul style="list-style-type: none"> a. Experience with road building materials and slope stability. b. Bachelors or BTech or in Engineering Geology or equivalent. c. Professional Registration at SACNASP. d. At least 5-years relevant experience post qualification.
Land Surveyor	<ul style="list-style-type: none"> a. Experience in land surveying. b. Bachelors or BTech or National Diploma in Land Surveying or equivalent. c. Professional Registration at SAGC as Land Surveyor d. At least 5-years relevant experience post qualification.
Resident Engineer	<ul style="list-style-type: none"> a. Experience as a Resident Engineer for Provincial and/or Municipal roads. b. Bachelors or National Diploma in Civil Engineering or equivalent

	<ul style="list-style-type: none"> c. Pr. Eng / Pr. Tech Eng / Pr. Techni (ECSA) and/or registration as a Pr. CPM / Pr. CM (SACPCMP). d. Minimum LIC NQF 5; Manage Labour-Intensive Construction Processes or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7. e. At least 5-years relevant experience post qualification.
Engineers / Technologists	<ul style="list-style-type: none"> a. Experience providing technical support on similar projects. b. The desirable qualification is a degree in either engineering, construction management, quantity surveying or equivalent Pr. Engineer / Pr. Technologist (ECSA). c. Construction Project Manager Registration at SACPCMP d. At least 5-years relevant experience
OHS Officer	<ul style="list-style-type: none"> a. Experience as an Occupational Health and Safety Officer. b. CHSO registration with the SACPCMP. c. At least 3-years relevant experience post registration.
Environmental Practitioner	<ul style="list-style-type: none"> a. Experience as an environmental assessment practitioner. b. BTech or Bachelors or National Diploma in Environmental Science or equivalent. c. Pr. Sci. Nat (SACNASP). d. At least 3-years relevant experience post registration.
Computer and GIS / Mapping Specialist (X1)	<ul style="list-style-type: none"> a. The required qualification is in Diploma in Civil Engineering or equivalent b. This person is required for mapping out the projects per categorization of works. The tasks include preparing graphs, tables, etc. required for reports and presentations. c. Experience in MS Excel, Word, PowerPoint, Project or equivalent software is essential. d. Experience in data processing and conduct assurance of GPS surveys and GIS based road management systems.
Specialist - Community Liaison / Stakeholder / Social Facilitator (1 per person)	<ul style="list-style-type: none"> a. The required qualification is a degree or BTech in either social science, Marketing and Communications or equivalent b. Experience in Community Liaison / Stakeholder / Social Facilitation for infrastructure delivery management and planning regarding similar programmes and multiple projects.
Programme Administrator (X1) and an assistant is recommended	<ul style="list-style-type: none"> a. The required qualification is a BTech or BSc degree in either engineering, construction management, quantity surveying or equivalent b. Experience in infrastructure delivery management and planning regarding similar programmes and multiple projects.

2.5.3

Project Organization Chart and Staffing Plan

2.5.3.1

Tenderers shall provide a project organization chart and staffing plan, showing the technical level and composition of the project staff. The organizational chart must indicate who is in the team and the role they play as well as the key and support personnel that will be engaged on the project.

- 2.5.3.2. The Department shall award four Bids (also refer Fig 2) clustering the work into four work packages, that is, Infrastructure Programme, Project and Delivery Management and three Provincial Clusters as indicated below:-

- a) National Infrastructure Programme, Project and Delivery Management
- b) Provincial Cluster – *Eastern Cape, KwaZulu Natal, Western Cape*
- c) Provincial Cluster – *Free State, Northern Cape, North West*
- d) Provincial Cluster – *Gauteng, Limpopo, Mpumalanga*

- 2.5.3.3. Each appointed service provider will be expected operate and fully based in one of the provinces falling within the awarded cluster. This will ensure a close proximity of the Service provided to provinces to enable timeously respond to queries and provision of the necessary support to those provinces in an effective and efficient manner.

- 2 3.4. Therefore, to ensure uniformity and standardization, all the three provincial work packages are based on a single work specification to be awarded in three province and as a result, the respective successful Service Providers will be expected to work closely together and cooperate with each other rather than competing.

- 2.5.3.5. Should a company opt to Bid/tender and participate in more than one Clusters, such a bidder will be obliged to assemble separate project teams to be permanently based in those respective clusters as will be outlined in the Project Organization Chart and Staffing Plan to demonstrate that each team has the required capacity and resources to carry out the work tendered for.

3 EVALUATION

3.1 STAGE 1: MANDATORY REQUIREMENTS

- 3.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

- 3.1.2 The CV for individual consultant must indicate the specific work and experience as it relates to this project (see the indicative guide).

- 3.1.3 Bidders are requested to provide the contact details of at least five (5) recent references who will confirm that the individual consultant has carried out similar work as stated in their CV.

- 3.1.4 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

- 3.1.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

- 3.1.6 Bidders should ensure that the CVs they submit are for the individuals who will be carrying out the assignments as per the Bid Proposal. No expert mentioned in the tender document may be substituted for whatever reason without motivation and approved by the Department.

- 3.1.7 The Department of Transport reserves the right to contact references provided in the CVs during the evaluation and adjudication process for further information.

- 3.1.8 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

- 3.1.9 Compliance should remain valid for the duration of the contract

- 3.1.10 Bidders must attend compulsory briefing session. Nonattendance will be disqualified.

3.2 Stage 2: Functional Evaluation Criteria

- 3.2.1 Only bidders who have complied with mandatory requirements will be evaluated on functionality. Bidders must, as part of their bid documents, submit supporting documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

- 3.2.2 The value that the bidder scores for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

- 3.2.3 The functionality will be evaluated based on the supporting documentation supplied by the bidders under the functionality criteria and values below. This will also be in the context of Clauses 3.1 and with the necessary / applicable supporting information provided / submitted.

- 3.2.4 The evaluation of the functionality will be evaluated individually by Members of the Bid Evaluation Committee following the functionality criteria and values below.

- 3.2.5 The applicable values that will be utilized when scoring each criterion ranges from:



1=Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

- 3.2.6 Each bid must achieve a minimum of 70 out of 100 points under the functionality evaluation criteria. Bids that fail to achieve this minimum will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

3.3 Functionality evaluation criteria

		Weight
METHODOLOGY	Responsive Project proposal that demonstrates clear understanding of the scope of work: Bidders should provide a comprehensive project execution plan covering the entire scope of work, including a support plan with clear deliverables and timeframes for each task to be completed and the resources (persons) assigned to the tasks	10
QUALITY AND CAPABILITY	(A) Proof of similar projects: in Government with at least five (5) Reference Letters provided for projects of a similar nature.	10



		<p>(B) Expert Experience: of the individual experts in the execution of the relevant services, assembled for this project, in accordance with these Terms of Reference.</p>	
		<p>COMPANY EXPERIENCE:</p> <p>Experience of the firm in implementing relevant service (Signed reference letters under the client-company letter head, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached). The reference letters must state the duration and if the project was completed successfully.</p>	15
		<p>PROJECT LEADER</p> <p>Should have the following – Recently certified copies:</p> <ul style="list-style-type: none"> a) Recognized BSc Degree or BTech qualification in Civil Engineering, Construction Management or similar b) Experience in infrastructure delivery managing and stakeholder's management at least three (3) projects c) Experience in Asset Management; Pavement Design; Traffic & Structures d) Experience in SSP and EPWP empowering programmes. e) Pr. Eng / Pr. Tech Eng (ECSA) and/or registration as a Pr. CPM / Pr. CM (SACPCMP). 	25
		<p>TEAM MEMBERS</p> <p>Should have the following:</p> <ul style="list-style-type: none"> a. Recognized BTech or National Diploma qualification in Civil Engineering and Construction Management b. Experience in stakeholder's management, MS Excel, Word, PowerPoint, GIS c. Experience in Project Management; Asset Management; and Geomatic Design d. Pr. Engineer / Pr. Technologist (ECSA). e. Construction Project Manager Registration at SACPCMP 	20
		<p>NB: The above list is not exhaustive</p>	
APACITY BUILDING & SKILLS TRANSFER	<p>Expert experience and Responsive Project proposal Capacity Building, Training, skills development & skills transfer plan indicating the kind of training interventions that has been provided and are relevant to the scope of this project.</p>		20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100			100

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
METHODOLOGY: Responsive Project proposal that demonstrates clear understanding of the scope of work	Poor project proposal	Unrealistic Project Plan	Bidders has provided a comprehensive project execution plan covering the entire scope of work. Project plan with no contingency plan.	Bidders has provided a comprehensive project execution plan covering the entire scope of work, including a support plan. Detailed project plan; With contingency plan.	Bidders has provided a comprehensive project execution plan covering the entire scope of work, including a support plan. Detailed Project plan that meet and exceed expectations.
ABILITY AND CAPABILITY Proof of experience in projects of a similar nature at Government with at least five (5) Reference Letters provided indicating the scope and value and the services were rendered to a satisfactory standard	0 to 2 year of similar knowledge and experience with successful completion.	3 to 4 years of similar knowledge and experience with successful completion.	5 to 6 years of similar knowledge and experience with successful completion.	7 to 8 years of similar knowledge and experience with successful completion.	more than 8 years of similar knowledge and experience with successful completion.
1 Signed letter		2 signed letters	3 signed letters	4 signed letters	5 or more signed letters.
PROJECT LEADER Recognized Degree or Engineering, Construction Management or similar.	No relevant qualification	Relevant Qualifications approved by SAQA and Pr. Eng/Pr Tech Eng; SACPCMP	Relevant Qualifications approved by SAQA and Pr. Eng/Pr Tech Eng; SACPCMP	Relevant Qualifications approved by SAQA and Pr. Eng/Pr Tech Eng; SACPCMP	Relevant Qualifications approved by SAQA and Pr. Eng/Pr Tech Eng; SACPCMP
	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	7 to 8 years of similar knowledge and experience	more than 8 years of similar knowledge and experience
TEAM MEMBERS Recognized BTech or National Diploma qualification in Civil Engineering and Construction Management.	No relevant qualification.	SAQA Qualifications and Pr Tech Eng; SACPCMP	SAQA Qualifications and Pr Tech Eng; SACPCMP	SAQA Qualifications and Pr Tech Eng; SACPCMP	SAQA Qualifications and Pr Tech Eng; SACPCMP
	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	7 to 8 years of similar knowledge and experience	more than 8 years of similar knowledge and experience

CAPACITY BUILDING & SKILLS TRANSFER:	No plan at all or irrelevant	skills transfer plan is available but is unrealistic.	skills transfer plan is in place	Capacity Building & Skills Development for technical team well-articulated.	Capacity Building: Skills Development Transfer for technical exceed expectations
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3.4 Stage 3: Evaluation in terms of the 80/20 preference point system

3.4.1 Only bids that achieve the minimum qualifying score on functionality will be evaluated further using the 80/20 preference points system.

3.4.2 Price: The following schedule must be utilised for the submission of pricing proposals.

Specific goals and points allocation

a. The following table will be utilised in evaluating preference:

GOAL	Points out of 20 (80/20)	Required Proof	Points Claimed	Proof Attached Y/N
BLACK OWNED (BO)	MAX 10	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
100%BO	10			
>51%BO	6			
MEN OWNED (WO)	MAX 6	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
100%WO	6			
>51%WO	4			
BLACK DESIGNATED GROUP (BDG)*	MAX 4	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
100%BDG	4			
>51%BDG	2			
MAXIMUM POINTS	20			

- 3.5.4 Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

- 3.5.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Auditor 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 EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender

- 3.5.6 Failure on the part of the bidder to comply with paragraphs 3.3.4 and 3.3.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated zero (0).

- 3.5.7 The Department of Transport may before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made on preference.

- 3.5.8 The points scored will be rounded off to the nearest 2 decimals.

- 3.5.9 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

- 3.5.10 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

- 3.5.11 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

- 3.5.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

4 RULES OF BIDDING

4.1 Compulsory briefing session

- 4.1.1 A compulsory briefing session will be held with the Department as detailed in the advert. Any briefing notes which may be issued by the Department to the service providers should be considered as part of this project. Please note that this briefing is compulsory and tenders may still be made without attending it.

- 4.1.2 Firms may ask for clarification on this TOR or any of its Annexures up to the close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

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4.2 Format and submission of bids

- 4.2.1 Bidders must submit their bids on the stipulated closing date and time. Upon receipt, each bid document will be marked with the date and time of receipt.
- 4.2.2 Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard late proposals.
- 4.2.3 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 1 and SBD 3.3, must be submitted together with the technical proposal.
- 4.2.4 Format of submission of proposals:
- a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
 - b. Proposals must be submitted as one (1) original and four protected soft copies. The original bid document and copies should be clearly identified;
 - c. Soft copies must be exact copies of the original document and should be labelled properly.
- 4.2.5 The successful bidder in the same media that was used to advertise the bid.
- 4.2.6 To evaluate and adjudicate bids effectively, bidders must submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all the mandatory requirements.
- 4.2.7 Each bidder must attach all applicable documents in support of its bid in line with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 4.2.8 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 4.2.9 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.
- 4.2.10 DOT can only appoint one bidder per cluster whose bid most successfully conforms to the Criteria and the Requirements under the terms and conditions described in the TOR.
- 4.2.11 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 4.2.12 Any bidder may be requested at any time to respond to questions and/or provide supplementary documentation or information to the Department. All such requests shall be in writing.
- 4.2.13 After careful consideration and thorough examination of the proposals, DOT shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between proposals.
- 4.2.14 The Department will publish the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

4.3 Sub-contracting partnership/consortium/JV and company requirements

4.3.1 A proposal submitted by a company, closed corporation or another legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

4.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

4.3.3 A proposal submitted by a consortium or joint venture (JV) of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:'

- a. the conditions under which the consortium will function;
- b. it's period of duration;
- c. the persons authorized to represent it;
- d. the participation of the several parties forming the consortium;
- e. the benefits that will accrue to each party;
- f. any other information necessary to permit a full appraisal of its functioning.

5 INFORMATION CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

5.1 Confidential information

5.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

5.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:

- a. all software and associated material and Documentation, including information contained therein;
- b. all information relating to:
 - i. the disclosing Party's past, present and future research and development;
 - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
 - iii. the terms and conditions of this Contract; and
 - iv. the Department's data.

5.1.3 **The Parties shall, except as permitted by the Contract**, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

5.1.4 **Receiving Party's obligations for confidential information.** The receiving Party agrees to protect the proprietary interests of the disclosing Party in its confidential information:

- a. it will only make the confidential information available to those of its personnel who are actively involved in the execution of this Contract;

- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
- d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all.

5.1.5 **Obligations in respect of confidential information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

5.1.6 **The aforementioned obligations shall not apply to any information which:**

- a. times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for this Contract;
- b. is lawfully in the public domain at the time of disclosure;
- c. subsequently and lawfully becomes part of the public domain by publication or otherwise;
- d. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- e. is disclosed according to a requirement or request by operation of law, regulation or court order.

5.1.7 **Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the bona fide course of seeking business and professional advice.

5.1.8 **Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for ten (10) years after the date of termination.

5.2 Intellectual property rights

5.2.1 **Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time.

5.2.2 **No aspect of the Services to infringe 3rd Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary rights of any third party ("third-party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.

5.2.3 **The Contractor** further indemnifies the Department against and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.

5.2.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.

5.2.5 **Infringement of 3rd Party rights.** Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:

- a. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
- b. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
- c. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
- d. withdraw the subject of infringement.

5.2.6 **Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

5.2.7 **Data may only be used in the performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.

5.2.8 **Preservation of the integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

5.2.9 Bidders may provide any additional information deemed important for the DOT to consider.

5.2.10 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes for all projects and payments.

6 TERMS AND CONDITIONS

6.1 General

6.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.



6.1.2 Neither the Department, nor any of its respective, officers, nor employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is or shall be relied upon as, a promise or representation, whether as to the past or the future.

6.1.3 The costs of preparing proposals and negotiating the Contract will not be reimbursed.

6.1.4 The Department also reserves the right to call interviews with short-listed Service Providers before final selection and to negotiate the price with the Preferred Service Providers.

6.1.5 Firms may not contact the Department on any matter in their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

6.1.6 Bid submission requirements must be completed in sections and appendices provided in the bid document.

6.1.7 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT THE NATIONAL TREASURY. More information is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

6.2 Order of precedence.

6.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail:

- a. Standard Bidding Documents;
- b. SCC;
- c. GCC;
- d. TOR;
- e. SLA; and
- f. Proposal.

6.3 Duration

6.3.1 The project is expected to be for 36 months/ 3 years.

6.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

6.4 Contract amendments

6.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

6.5 Subcontractors

6.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

6.6. The right to sub-contract.

6.6.1. The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

6.6.2. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;

6.6.3. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

6.7. Department may withdraw consent.

6.7.1. The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event, no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

6.8 Contractor's personnel

6.8.1. **Experts.** The Contractor shall make available the skills and expertise of the experts referred to in the Bid who shall be involved in the Contract or the Services, and not substituted by another expert even with the same skill set unless otherwise agreed to by the Department.

6.8.2. **Exceptions.** Notwithstanding the provisions of clause 5.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act on the provisions of this clause due to their dismissal, resignation or incapacity. The Contractor shall, implement an appropriate succession plan approved by the DoT to minimise the effect of the unavailability of such member.

6.8.3. **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained personnel to provide the Services.

6.8.4. The Contractor's Personnel providing the Services may be absent for short periods for reasons including annual leave and training, in agreement with the DoT.

6.8.5. **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.

6.8.6. Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems.



6.9 Payment

6.9.1 **Invoice:** the Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

6.9.2 **Detailed Pricing:** service providers must complete the required SBD Pricing documents and ensure that Prices are:

- a. Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
- b. Inclusive of VAT, if applicable;
- c. Correctly calculated and identical to the financial proposal;
- d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames; and
- e. The Department uses a two-envelope system.

NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.

6.9.3 **Fees:** domestic hotel accommodation may not exceed R1440, inclusive of VAT per night per person. (incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

6.9.4 **Rates:** according to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14 (as maybe amended); Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:


- a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
- b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- c. Based on the body regulating the profession of the Consultant.

6.9.5 Payment information:

- a. An invoice only becomes due and payable:
 - i. When the Director: Road Infrastructure Planning verifies, validates and signs-off on the specific deliverable against the invoice received and issues a Payment Certificate. Afterwards, the invoice payment will be processed by the Chief Director: Road Infrastructure & Industry Development.

- ii. When the invoice is correct with regards to calculations, the information contained, banking details and supporting documents.
 - b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.
 - c. Non-compliance will delay the payment process.
 - d. It is important to note that payment will only be made for completed services rendered i.e. milestones for services rendered / delivered were achieved as per the agreed schedule in the Project Inception Report.
- 6.9.6 **Total Contract Price:** the Contract Price payable to the Contractor for the Services shall not exceed the ceiling price as set out in the Contract.
- 6.10 **Price all-inclusive:** all prices are inclusive of any Value Added Tax, import, and all other duties.
- 6.10 **Delivery and documents**
- 6.10.1 **Reports.** The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.
- 6.10.2 **Monitoring of reports:** reports shall contain accurate information to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.
- 6.10.3 **Language of communication:** all CV's, Documentation and Reports shall be in English. All correspondence and any documentation and oral communication exchanged between parties shall be in English, unless specifically requested otherwise by the Department.

6.11 Penalty regime

- 6.11.1. Poor performance will result in penalties that include withholding a minimum of 30% of the total invoice of each affected phase/milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand, improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.
- 6.11.2. The project milestones/phases are expected to be adhered to. Any deviation must be approved by the Department before any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).
- 6.11.3. Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as a whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."
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6.12 Termination

6.12.1. Should either party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved party shall be entitled, without prejudice to any other rights it may have :

- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
- c. to terminate this Contract and claim such damages as the aggrieved party may have suffered from the defaulting Party."

6.12.2. The Department may, without prejudice to any other rights, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:

- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
- b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
- d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
- e. the Contractor, when advised that its proposal has been accepted, has given notice of inability to sign or execute the Contract;
- f. the Contractor has abandoned its obligations in terms of this Contract. The Contractor has deliberately furnished inaccurate information in its Bid on its previous experience relating to the Services, or any other material information; or
- g. the Contractor ceases to carry on business as the Contractor of the Service.

6.12.3. If negotiations between the Department and the Preferred Service Provider/s fail to conclude the contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

6.12.4. If the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

- 6.12.5. The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) before the appointment.
- 6.12.6. The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 6.12.7. The Department reserves the right to terminate the Agreement if no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."



Annexure A – Profile Project Team

(note, these forms or something similar must be submitted as part of the “Technical Proposal” envelop)

Technical Support Project Team		Details of Civil Eng Qualifications				Details of SACP Registration	Details of ECSA Registration					Other Qualifications			
No	Name of Team Member	BSc/BENG Civil Eng	Btech Civil Eng	N/Dip Civil Eng	Other (please specify)		Professional Engineer	Candidate Engineer	Professional Technologist	Candidate Technologist	Registered Technican	Other (please specify)	Other (please specify)	Other (please specify)	Other (please specify)
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Technical Support Project Team		Area of Experience and Expertise												Other (please specify)					
No	Name of Team Member	road construction and maintenance projects.	procurement	consulting experience	labour-intensive methodologies	oversight, monitoring, evaluation and reporting of the planning and development and implementation of road projects	high levels of computer literacy, have experience with data analysis,	able to update GIS records.	TMH22, COTO and other TRH & TMH & Industry Manuals	Strategy Development (including reviewing technical documents) / Public Administration and Public Finance / experience.	experience with data analysis, and the preparation of technical reports & presentations.	able to interpret info & report against Government (showing linkage to) Policies / Strategies / Objectives / Programmes / Plans	able to assess the programme strategy and plans and the in-house team and assist with improvements.	social facilitation, profiling of projects, communication and stakeholder engagements.	familiar with the construction industry transformation / development objectives and can assist with such matters				
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Annexure B – Pricing Template Guide

(note, this must only be submitted as part of the “Pricing Proposal” envelop)

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Table 1: Cashflow for the three years



Annexure C – Multi Level Service Agreement

(note, there must be a written confirmation by Bidders included / submitted as part of the “Technical Proposal” to confirm awareness and agreement to this working arrangement and willingness to signing the Multi-Level Service Level Agreement)

Whereas, the Department may procure the services from four different / separate Service Providers, whom are expected to work closely and cooperate and:

- (a) support for the Roads Branch for the Operation Vala Zonke and S'hamba Sonke Programme Management, Project Packaging, Country-wide Project Oversight, Quality Assurance and Reporting for the roads infrastructure sector as per the DORA, the PFMA and Annual Performance Plan deliverables, requirements and within timeframes and to meet the expected quality;
- (b) assist Road Authorities for full scale national implementation (rollout) and operationalisation of the road infrastructure development agenda and needs, as envisaged in the S'hamba Sonke Programme Operations Manual and in line with the RISFSA, the IDMS, the COTO technical manuals and other applicable policies, legislation, strategies and prescripts or directives / instructions; verify and validate that data submitted to the Department of Transport were effectively and optimally used in infrastructure planning and preparation of the annual Road Asset Management Plan (RAMP), of which a significant component of an asset management plan is project selection and prioritisation, resource allocation and cash-flow projections for activities based on the short, medium and long-term planned maintenance interventions;
- (d) ensure quality assurance - monitor the achievement of the performance criteria i.e. management performance measures, key performance measures, and operational performance measures. This shall include assisting the Department of Transport in the implementation of an auditing review process which includes both technical and financial audit, and provides a physical check (onsite monitoring), that implementation has been carried out to pre-defined standards or procedures, and that costs and other resources are accounted for properly. This includes assistance to ensure all projects are registered and the necessary reportable information are captured and uploaded onto the Roads Authority Mobile Reporting App;
- (e) provide the necessary services to achieve specific deliverables as outlined in the scope of work or that may arise from time to time.

Whereas, the objectives of this SLA have been aligned to the strategic objectives of the Department, including the intervention support to Road Authorities as contained in BID

Whereas, by agreeing to signing this multilevel SLA, all Service Providers commit to align their efforts, expectations, and responsibilities to ensure effective oversight, transparency, and the success of the intervention by the Department and continuous improvement over time.

Whereas, the formulation and packaging of programmes, projects, plans, and activities by the Road Authorities (national, provincial, municipal) are informed and guided by various legislative frameworks, policies and strategies (refer Section 1.4 in BID)

Stakeholder Roles and Responsibilities:

Department of Transport is responsible for:

- a) coordination and oversight of the road infrastructure planning, financing & implementation;
- b) developing, implementing & supporting sustainable industry development and transformation programmes for the road construction & maintenance industry;
- c) coordinating and/or conducting research to review and update Norms, Standards & Guidelines and/or provision of information systems / toolkits;

- d) country-wide monitoring and oversight of policies, strategies & programmes in the roads sector;
 - e) supplementary funding to support Road Authorities for implementing Government Programmes, and/or their own strategies, programmes, road infrastructure projects and plans through the:
 - f) Provincial Road Maintenance Grant (PRMG);
 - aa. Rural Road Asset Management System Grant (RRAMSG);
 - bb. Urban Settlement Development Grant (USDG);
 - cc. Municipal Infrastructure Grant (MIG).
- *Note - the USDG and MIG funds managed and administrated by CoGTA and are not only for Road Infrastructure, but for all municipal infrastructure, such as housing, water, waste management, sports facilities, etc.

Road Authorities are responsible for:

- (a) overseeing and managing the road infrastructure program (planning, financing, designs, construction, maintenance and road operations), providing necessary resources, and ensuring adherence to regulations.
- (b) road condition assessments: monitoring the quality of road surfaces, signage, markings, and safety features.
- (c) traffic flow and capacity: analysing traffic data and ensuring road capacity meets projected demands.
- (d) environmental impact: monitoring measures to mitigate negative environmental effects of construction and maintenance activities.
- (e) compliance with regulations: ensuring adherence to local, regional, and national regulations and safety standards
- (f) appointing Contractors or assigning in-house teams who are responsible for implementation of construction and maintenance activities according to specifications and quality standards.
- (g) appointing officials or a Project Management Team who are responsible for planning, executing, and monitoring the construction and maintenance activities.
- (h) appointing Third-Party Monitoring Entities or assigning in-house teams who are responsible for independent monitoring, quality control, and reporting on the project's progress and compliance.
 - aa. daily monitoring: regular on-site inspections by project management team and contractors to identify and address immediate concerns;
 - bb. weekly/monthly monitoring: more in-depth assessments conducted by the third-party monitoring entity to evaluate progress, compliance, and performance;
 - cc. quarterly and annual reporting: comprehensive reports summarizing the overall status, key findings, and recommendations.
- (i) Resolution and Escalation Procedures:
 - aa. Issues identified during monitoring should be promptly reported to the project management team.
 - bb. Project management team evaluates and addresses issues within a defined timeframe.
 - cc. If resolution is not achieved, issues are escalated to the Project Manager of the Roads Authority for further review and corrective actions.
- (j) Review and Continuous Improvement:
 - aa. Yearly reviews to assess overall efficiency, effectiveness, and areas for improvement in the monitoring process.
 - bb. Feedback mechanisms, including surveys and stakeholder consultations, to gather insights and suggestions for future projects.
 - cc. Incorporating lessons learned and best practices into new road infrastructure programs.

The Work Package One (Infrastructure Programme, Project and Delivery Management) Service Provider's Contract Manager shall



- (a) co-ordinate the daily activities of this Agreement between the Service Providers to manage and ensure project deliverables;
- (b) hold at least 1 (one) meeting for every 1 (one) month with the Service Providers and the Department for the duration of the Contract unless otherwise agreed to by the Parties, to discuss the performance of the service providers, including to resolve any queries and matters arising from time to time.
- (c) hold at least 1 (one) meeting for every 1 (one) month with the Service Providers, the Department and Road Authorities for the duration of the Contract unless otherwise agreed to by the Parties, to discuss the progress, performance and expenditure, including to resolve any queries and matters arising from time to time.
- (d) arrange the meetings and maintain minutes, attendance registers and all records of the meetings.
- (e) ensure the consolidation and preparation of national plans, progress and expenditure reports, presentations, including the analysis of data, etc.

Work Package Two/Three/Four - Provincial Cluster Service Providers are responsible for:

- (a) Conducting portfolio, programme and project planning, project packaging, monitoring implementation, and evaluation of progress of projects in all regions across the Cluster;
- (b) Planning - all projects to be undertaken in relation to planning and development of the National Consolidated Road Infrastructure Plan, IPIM, and review of Road Authorities Project lists to determine project packaging in line with SSP Operations Manual. Road Authorities must be assisted for aligning the infrastructure plans to DDM integrated development. The appointed Service provider will be expected to:
 - aa. review the Business plans in line with the TMH18, SSP, DORA (Grant Frameworks);
 - bb. ensure that project selected by provinces comply with SSP Implementation manual by prioritising preventative road maintenance such as reseals, verge clearances, maintenance of stormwater drains, etc.
 - cc. assist to ensure there is synchronisation between rural road programme and the Welisizwe rural bridge programme;
 - dd. provide assistance to municipalities in the road infrastructure planning (ITP and IDP) and ensure better alignment of road programme between the three spheres of Government;
 - ee. provide technical support for municipalities on their technical reports, business plans and Project Lists on roads to be prioritised during a particular year
 - ff. assist in using the data that has been collected and required for project selection
 - gg. advise road authorities for project selection that will consider a variety of roads (rural access roads) for the purpose of job creation through the maintenance of rural access roads.
 - hh. advise road authorities with alignment and that roads are selected and prioritised in line with the District Development Model
 - ii. ensure alignment of project targets by road authorities to be in line with target set by Department of Public Works and Infrastructure (DPWI) guidelines.
- (c) develop and review technical, administrative and financial audits on work complete;
- (d) review programme and project documentation and streamline as and when required;
- (e) monitor and ensure uniformity in planning approaches and the application of technical standards for construction / maintenance activities and compliance thereof;
- (f) assist and support road authorities and DoT, and/or where DoT guidance may be required, to provide the services in an agreed format, which can include guidelines, standards, technical requirements and regulations;
- (g) ensure compliance to procedures, processes and requirements;



- (h) programme reporting on a monthly basis in respect of all projects (social indicators, physical and financial progress), i.e. Implementation of a real-time programme and project reporting solution inclusive of:
 - aa. Project Status Quo Reports
 - bb. EPWP reporting and coordination as per EPWP guidelines
 - cc. Minister / MEC /Mayoral Reports, including Transport Portfolio Committee reports;
 - dd. Progress Reports (Expenditure, Outputs, Benefits, etc) at a national, provincial and district level
 - ee. Collation of progress reports from provincial and municipal service providers
 - ff. Empowerment transformation alignment on all projects
 - gg. Business Development – the key focus areas (projects) are SMEs & Small Businesses, Cooperatives and National Contractor Development Programme;
 - hh. Facilitating and Assisting with training as and when required, especially for the EPWP workers, SMMEs and Corporatives providing services to the road's authorities, including where possible for technical staff employed by road authorities
 - ii. Monitoring, verification and reporting of sub-contracting on projects in line with the participation goals specified in the BIDs.
- i) Record keeping of all individual project information per province and cluster
- (j) Assist in the preparation of multi-year road works and expenditure programmes in which those sections of the road network likely to require maintenance, improvement, or new construction, as identified in the analysis of infrastructure data collections surveys.
- (k) Assist in the preparation and presentation of a budget for an annual or rolling multi-year work programme for a road network, or sub-network.
- (l) Assist in the application of guidelines for adaptation of infrastructure asset management outputs to form the basis for decision-making on maintenance planning and programming
- (m) Quality Assurance and Oversight - Service Providers shall develop and submit a quality Management plan with defined actions, inspections, sampling, testing and measurement for each construction process to ensure that the quality control process is carried out effectively. The following is the scope of work envisaged through this appointment on this work package but not limited to the following:
 - aa. provide support to the Department in verifying and validation of equitable budgets allocation to the project list and expenditure is tracked and over/under expenditure is accounted for;
 - bb. those actions carried out by the Contractor to assess and control materials and construction processes to ensure that the quality of the final products meets all the specified requirements. It includes a quality plan with defined actions, inspections, sampling, testing and measurement for each construction process to ensure that the quality control process is carried out effectively.
 - cc. ensure that all projects are registered and updated on the Government Information Systems (IRM, ERS, eQPR and Road Authority Mobile App);
 - dd. monitor report if there is value for money realised in all projects implemented;
 - ee. that key projects identified are profiled to demonstrate impact and desired outcomes of the investments in line with the SSP;
 - ff. progress and expenditure reports are prepared and submitted timeously
 - gg. all budgets and expenditure need to be tracked and accounted for;
 - hh. the key projects identified are profiled to demonstrate impact and desired outcomes of the investments in line with the SSP;
 - ii. carry out those actions necessary / required to assess the control of and use of materials, including the construction processes to ensure that the quality of the final products meets all the specified requirements.
- (n) Technical Implementation Support (Engineering and Project Management Services) to Road Authorities, where there is a need direct intervention required.



SERVICES LEVEL STANDARDS

The Service Providers must provide inter alia services as stipulated in Bid and in line with the provisions listed below and

- (a) information availability on the activities of this Agreement between the Service Providers to manage and ensure project deliverables. This includes
 - I. the consolidation and preparation of national plans, progress and expenditure reports, presentations, including the analysis of data, etc.
 - II. monitoring and evaluation of performance and provide ongoing reports and audio-visual material (project profiling) indicating the impact on the community and economic development through the implementation of flagship projects across the country.
- (b) hold at least 1 (one) meeting for every 1 (one) month with the Service Providers and the Department for the duration of the Contract unless otherwise agreed to by the Parties;
- (c) hold at least 1 (one) meeting for every 1 (one) month with the Service Providers, the Department and Road Authorities for the duration of the Contract unless otherwise agreed to by the Parties;
- (d) duly arranged meetings and maintain minutes, attendance registers and all records of the meetings;
- (e) information from research for infrastructure construction systems and suppliers to support local empowerment and advice the Department and provide support the implementation as maybe required and agreed upon;
- (f) assistance with the necessary processes and activities for the successful Operationalisation of SSP Coordination Structures as identified and required by the SSP Operations Manual and aligned to the IGR Act and Framework.
- (g) effective stakeholder consultation and liaison with Road Authorities, industry experts, Construction Industry Development Board (CIDB) and Local Communities and suppliers as envisaged in the SSP Manual.
- (h) effective socio facilitation and community liaison as deemed necessary;
- (i) advice and assistance in Creating Sustainable Industry Development and Capacitation

Whereas, this Agreement shall regulate the relationship between the Department, the Road Authorities and the following Service Providers:

- (a) .
- (b) .
- (c) .
- (d)

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

The following definitions shall apply to this Agreement:

- (f) "Department" means the Department of Transport, a National Government Department duly established in line with the Constitution of the Republic of South Africa, (Act No of 1996);
- (g) "Programme Manager" means the official appointed in that position and who is the Deputy Director General Road Transport, and delegated to sign the Agreements on behalf of the Department;
- (h) "Contract" refers to Contract Agreement between the Department of Transport and the Service Providers, as per BID for the appointment to provide technical services.



- (i) "Contract Manager" means the dedicated official appointed for liaison and coordination of this Service Level Agreement;
- (j) "Roads Authority" means
- (k) "SLA" means a multilevel Service Level Agreement signed by all the Service Providers.
- (l) "Day(s)" means any number of calendar days prescribed, which shall be determined by excluding the first day and including the last day unless the context indicates otherwise.
- (m) "Delivery" means delivery in compliance of the conditions of the contract or order.
- (n) "Effective Date" means date of award
- (o) "Financial Year" means the Financial Year of the Department beginning on 1 April and ending on 31 March of the following year
- (p) "Party or Parties" means the Department and the Service Providers individually as the context may require or all parties collectively.
- (q) "Services" means services rendered as set out in the Bid document stipulated in Tender No : ?????
- (r) "Service Providers" means the parties appointed by the Department
- (s) "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

INTERPRETATION

In this Agreement, the following rules of interpretation shall apply unless otherwise indicated:

- (a)
- (b)
- (c)
- (d) The words signifying the singular shall include the plural and vice versa;
- (e) A reference to a natural person shall include a juristic person and vice versa;
- (f) Headings shall be for reference purposes only;
- (g) The rule of construction that the Agreement shall be interpreted against the party responsible for the drafting or preparation of the Agreement, shall not apply
- (h) In the event of a conflict between the provisions of this Agreement and its annexures, the provisions of this Agreement will supersede those of the annexures.

DURATION

This Agreement shall commence on the Effective Date and shall remain in force from award date as per Bid until the Bid expires or is terminated.

PARTNERSHIP

The Parties hereby agree this Agreement shall be construed as creating a partnership between them and:

- (a) neither Party shall have any authority to incur any liability on behalf of the other.
- (b) neither Party shall be allowed bind the Department financially or otherwise without the prior written authorisation of the Department.

GENERAL CO-OPERATION

Each Party shall co-operate with the other and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm its rights and the intended purpose of this Agreement.



SEVERANCE

If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO WAIVER

The failure by either Party to enforce any provision of this Agreement shall not affect in any way that Party's right to require performance of the provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision thereof.

GOVERNING LAW

The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT ("GCC")

As long as the Department is listed as a National Government Department Entity in terms of the PFMA, this Agreement shall be subject to the GCC as amended or replaced from time to time by the National Treasury and whenever there is a conflict between the contents of this Agreement, the GCC and any Special Conditions of Contract ("SCC") compiled for a specific bid, then the following hierarchy shall prevail:

- (a) the Special Conditions as stipulated in the Terms of Reference of BID
- (b) the GCC; and
- (c) this Agreement.

Alfred Mokoena 6.2.1.

Ben

CONTRACT (SLA) MANAGEMENT

Each Party shall appoint a designated Contract Manager as liaison for this Service Level Agreement and Project Managers for day-to-day management and oversight of the activities / operations.

The Department's representatives shall be:

Contract Manager Name: Mr Prasanth Mohan

Designation: Chief Director – Road Infrastructure
and Industry Development

Telephone number: 012 309 3927

Email: MohanP@dot.gov.za

Project Manager Name: Mr Whity Maphakela

Designation: Director – Road Infrastructure
Planning

Telephone number: 012 309 3519

Email: MaphakeW@dot.gov.za

Project Manager Name: Mr Leonard Malapane

Designation: Director – Road Asset Management &
Quality Control

Telephone number: 012 309 3543

Email: Malapanl@dot.gov.za



Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.

- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.

- 1.21 “Purchaser” means the organization purchasing the goods.

- 1.22 “Republic” means the Republic of South Africa.

- 1.23 “SCC” means the Special Conditions of Contract.

- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application	2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
3. General		
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5. Use of contract documents and information; inspection.	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. Industrial Participation Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

ANNEXURE B

FINANCIAL PROPOSALS

CLOSING TIME 11:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Name of Bidder:

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....		

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Mr. Tyron Mkhari/ John Mashini
Supply Chain Management
Tel: 012 309-3011/3045

Or for technical information –

DEPARTMRNT OF TRANSPORT
Mr. Prasanth Mohan
Tel: 012 309 3937
E-mail: MohanP@dot.gov.za