



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER	DRT 02/07/2025
DESCRIPTION	APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3)
SUBMISSION CLOSING DATE	22 AUGUST 2025
CLOSING TIME	11H00

BID DOCUMENT

ISSUED BY:
HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND TRANSPORT
PRIVATE BAG X83
MARSHALLTOWN
2107

NAME OF BIDDER.....

ADDRESS:

TEL NO:..... Email address.....

TABLE OF CONTENTS

PART R1: BID PROCEDURES

PART R2: RETURNABLE DOCUMENT

PART C1: AGREEMENTS & CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

INVITATION TO TENDER

TENDER NUMBER: DRT 02/07/2025: APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

The Gauteng Province, Department of Roads and Transport requests interested tenderers to bid for the following tender:

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 02/07/2025	APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS.	Venue: Main Boardroom, Department of Roads and Transport 1215 Nico Smith Street, Koedoespoort, Pretoria Date: 30 July 2025 Time: 10H00 NB: Failure to attend site briefing will result in disqualification	18 August 2025 Time: 11H00 Tender Box Gauteng Roads and Transport, Ground floor, Life Centre Building, 45 Commissioner Street, Johannesburg

The Gauteng Department of Roads and Transport adhere to all relevant Acts including but not limited to, the Constitution of the Republic of South Africa of 1996, the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998, the Public Finance Management Act No 1 of 1999 and Preferential Procurement Regulation of 2022

COMPULSORY / MANDATORY TENDER REQUIREMENTS

NB: Failure to comply with requirements below will render a bidder non-responsive and bidder will be disqualified:

- Attend a compulsory briefing session and sign the attendance register as proof.
- Complete, sign and submit SBD forms which form part of the tender document (SBD 1, SBD 4 and SBD 6.1).
- In the event of bidders entering into Joint Venture, the Joint Venture name and agreement signed by all parties must be submitted by the bidder.
- Companies must have rendered a minimum of three Programme Management Services for Municipal, Provincial or National programmes. Provide three (3) appointment letters and three (3) corresponding client references (on the client's letterhead).
- Companies must have a turnover of at least R10 million (per year) for the last three years. Provide Signed Financial Statements for the past three years as proof.
- Must have Professional Indemnity Insurance to a value of R10 million or above (attach supporting proof).
- A fully completed and signed B1 and B2 form must be submitted per discipline.
- Tenderer must submit copies of qualifications and valid registration certificate per discipline as required on the functionality table.
- Each discipline must have a minimum of 6 years of post-registration / admittance experience.

FUNCTIONALITY EVALUATION

Functionality will be scored out of 100 points and the minimum threshold to qualify for price and preference evaluation is 60 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality are as follows:

Description	Weight
A. Experience / track record of the key resources	70
B. Experience / track record of the tendering entity in executing work of similar nature	20
C. Approach Methodology	10
TOTAL	100
MINIMUM THRESHOLD	60

Technical Scorecard				
Key Resource		Minimum Experience for each key resource (only PMU Experience will be Considered). Bidders MUST fully complete and sign B1 forms for experience of each resource. CVs will not be considered.		Weight (%)
A. Experience / track record of the key resources				70
Process and Change Management Specialist	Registered Professional with South African Board for People Practices (SABPP) or Engineering Council of South Africa (ECSA) or Project Management South Africa (PMSA)	Excellent: At least 10 years’ appropriate /recognizable experience in Process and Change Management after registration with SABPP/ECSA/PMSA = 5 points	5	
	Bachelor’s degree in one of the following: Business Administration, Industrial Engineering, Organizational Development, Change Management and Public Administration or Management. Submit Copy of Professional Registration Certificate, qualifications and B1 Form	Very Good: 8 – 9 years appropriate /recognizable experience in Process and Change Management after registration with SABPP/ECSA/PMSA = 4 points Good: 6 – 7 years appropriate /recognizable experience in Process and Change Management after registration with SABPP/ECSA/PMSA = 3 points Poor: 5 years and below appropriate /recognizable experience in Process and Change Management after registration with SABPP/ECSA/PMSA = 0 points		
Transport Planner	Registered Professional with South African Council for Planners (SACPLAN) or Engineering Council of South Africa (ECSA) or Southern African Transport	Excellent: At least 10 years’ appropriate /recognizable experience in Transport Planning after registration with SACPLAN/ECSA/SATC = 5 points Very Good: 8 - 9 years’ appropriate	5	

	<p>Conference (SATC)</p> <p>Bachelor's degree in one of the following: Transport Planning, Urban and Regional Planning, Civil Engineering (with specialization in Transportation), and Geography (with a transport focus).</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>/recognizable experience in Transport Planning after registration with SACPLAN/ECSA/SATC = 4 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Transport Planning after registration with SACPLAN/ECSA/SATC = 3 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Transport Planning after registration with SACPLAN/ECSA/SATC = 0 points</p>	
Risk Specialist	<p>Registered Professional with Institute of Risk Management South Africa (IRMSA) or South African Institute of Chartered Accountants (SAICA) or Institute of Internal Auditors South Africa (IIA SA)</p> <p>Bachelor's degree in one of the following: Risk Management, Finance, Accounting, Business Administration, Governance or Compliance</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Risk Management after registration with IRMSA/SAICA/IIA SA = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Risk Management after registration with IRMSA/SAICA/IIA SA = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Risk Management after registration with IRMSA/SAICA/IIA SA = 1.5 points</p> <p>Poor: 5 years and below experience in Risk Management after registration with IRMSA/SAICA/IIA SA = 0 point</p>	2.5
Enterprise Architecture Specialist	<p>Registered Professional with Institute of Information Technology Professionals South Africa (IITPSA) or The Open Group Architecture Framework (TOGAF) or International Association of Software Architects (IASA)</p> <p>Bachelor's degree in one of the following: Computer</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Enterprise Architecture after registration with IITPSA/TOGAF/IASA = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Enterprise Architecture after registration with IITPSA/TOGAF/IASA = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Enterprise Architecture after registration with</p>	2.5

	<p>Science or Information Technology or Information Systems or Business Administration (with a specialization in IT or systems management)</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>IITPSA/TOGAF/IASA = 1.5 points</p> <p>Poor: 5 years' and below experience in Enterprise Architecture after registration with IITPSA/TOGAF/IASA = 0 point</p>	
IT System Developer	<p>Registered Professional with Institute of Information Technology Professionals South Africa (IITPSA) or South African Council for Automation and Control (SACAC)</p> <p>Bachelor's degree in one of the following: Computer Science or Information Technology or Software Engineering or Information Systems</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in IT after registration with IITPSA/SACAC = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in IT after registration with IITPSA/SACAC = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in IT after registration with IITPSA/SACAC = 1.5 points</p> <p>Poor: 5 years' and below experience in IT after registration with IITPSA/SACAC = 0 point</p>	2.5
Program Leader / Project Manager	<p>Registered Professional Project Manager in terms of the Project Management Professions Act, 2000 (SACPCMP) as a Pr.CPM with 6 years post registration experience.</p> <p>B-Tech or BSc in the Built Environment</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPCMP = 5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPCMP = 4 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPCMP = 3 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with SACPCMP = 0</p>	5

		points	
Architect	<p>Registered Professional Architect in terms of the Architectural Professions Act, 2000 (SACAPSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Architecture</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with SACAPSA= 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with SACAPSA = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Infrastructure Development after registration with SACAPSA = 1.5 points</p> <p>Poor: 5 years' and below experience in Infrastructure Development after registration with SACAPSA = 0 point</p>	2.5
Contracts Manager	<p>Registered Professional Quantity Surveyor in terms of the Quantity Surveying Profession Act, 2000 (SACQSP) with 6 years post registration experience.</p> <p>B-Tech or BSc in Quantity Surveying / Building Science</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Contracts Management after registration with SACQSP = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Contracts Management after registration with SACQSP = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Contracts Management after registration with SACQSP = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Contracts Management after registration with SACQSP = 0 point</p>	2.5
Quantity Surveyor	<p>Registered Professional Quantity Surveyor in terms of the Quantity Surveying Profession Act, 2000 (SACQSP) with 6 years post registration experience.</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with SACQSP = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate</p>	2.5

	<p>B-Tech or BSc in Quantity Surveying / Building Science</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>/recognizable experience in Infrastructure Development after registration with SACQSP = 2 points</p> <p>Good: 6 – 7 years’ appropriate /recognizable experience in Infrastructure Development after registration with SACQSP = 1.5 points</p> <p>Poor: 5 years’ and below appropriate /recognizable experience in Infrastructure Development after registration with SACQSP = 0 point</p>	
Civil Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience.</p> <p>B-Tech or BSc in Civil Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 - 9 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p> <p>Good: 6 - 7 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years’ and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	2.5
Structural Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience.</p> <p>B-Tech or BSc in Civil / Structural Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 - 9 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p> <p>Good: 6 – 7 years’ appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years’ and below appropriate</p>	2.5

		/recognizable experience in Infrastructure Development after registration with ECSA = 0 point	
Transportation Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Civil (Transportation) Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate/recognizable experience in Infrastructure Development after registration with ECSA = 5 points</p> <p>Very Good: 8 - 9 years' appropriate/recognizable experience in Infrastructure Development after registration with ECSA = 4 points</p> <p>Good: 6 – 7 years' appropriate/recognizable experience in Infrastructure Development after registration with ECSA = 3 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	5
Traffic Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Civil Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p> <p>Good: 6 – 7 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	2.5
Geotechnical Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Civil Engineering</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p>	2.5

	Submit Copy of Professional Registration Certificate, qualifications and B1 Form	<p>Good: 6 – 7 years' appropriate/recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	
Electrical Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Electrical Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 – 9 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	2.5
Mechanical Engineer	<p>Registered Professional Engineer in terms of the Engineering Professions Act, 2000 (ECSA) with 6 years post registration experience</p> <p>B-Tech or BSc in Mechanical Engineering</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2.5 points</p> <p>Very Good: 8 – 9 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 2 points</p> <p>Good: 6 – 7 years' appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with ECSA = 0 point</p>	2.5
Legal Partitional /	Proof of practicing attorney who is admitted	Excellent: At least 10 years' appropriate /recognizable experience after	2.5

Admitted Attorney	<p>and enrolled to practice in terms of section 1 definitions of the Legal practice Act 28, of 2014</p> <p>LLB Degree with 6 years' experience</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>admission = 2.5 points</p> <p>Very Good: At least 8 years' appropriate /recognizable experience after admission = 2 points</p> <p>Good: At least 6 years' appropriate /recognizable experience after admission = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience after admission = 0 point</p>	
GIS Specialist / Land Surveyor	<p>Professional Land Surveyor with South Africa Geomatics Council (SAGC) with 6 years post registration experience</p> <p>B-Tech or BSc in Land Surveyor/ Geomatics</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with SAGC = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with SAGC = 2 points</p> <p>Good: 6 -7 years' appropriate /recognizable experience in Infrastructure Development after registration with SAGC = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with SAGC = 0 point</p>	2.5
Procurement Specialist / Manager	<p>B. Com Commerce / Supply Chain / Logistics.</p> <p>Demonstrate prior experience with advising on Government services transactions.</p> <p>Proven record of Transaction Advisory Services in any 2 areas of the following:</p> <ol style="list-style-type: none"> 1. Due Diligence: 2. Valuation Services 3. Financial Modeling and Analysis: 	<p>Excellent: At least 10 years appropriate /recognizable experience in infrastructure related environment after degree = 2.5 points</p> <p>Very Good: 8 – 9 years appropriate /recognizable experience in infrastructure related environment after degree = 2 points</p> <p>Good: 6 – 7 years appropriate /recognizable experience in infrastructure related environment after degree = 1.5 points</p> <p>Poor: 5 years and below appropriate</p>	2.5

	<p>4. Deal Structuring and Negotiation Support:</p> <p>5. Transaction Integration and Separation:</p> <p>6. Regulatory Compliance and Risk Management:</p> <p>7. Strategic Advisory.</p>	/recognizable experience infrastructure related environment after degree = 0 point	
Public Finance Specialist	<p>Bachelor's degree in finance, accounting, economics, or a related field.</p> <p>Chartered Accountant (CA) through the South African Institute of Chartered Accountants (SAICA) or a Chartered Public Finance Accountant (CPFA) through the Chartered Institute of Public Finance and Accountancy (CIPFA)</p> <p>Must have preferably 6 years' experience post registration with the abovementioned bodies.</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in an area after registration with SAICA / CIPFA = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in an area after registration with SAICA / CIPFA = 2 points</p> <p>Good: 6 – 7 years' appropriate /recognizable experience in an area after registration with SAICA / CIPFA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in an area after registration with SAICA / CIPFA = 0 point</p>	2.5
PPP Specialist	<p>Bachelor's Degree Public Administration, Economics, Finance, Business Administration, Law, or Engineering, or a related field.</p> <p>Demonstrate prior experience with advising on public sector services transactions.</p> <p>Proven record of Transaction Advisory Services in public sector.</p> <p>At least 6 years' experience in a project finance environment (Government)</p> <p>Experience of projects</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in an area after degree = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in an area after degree = 2 points</p> <p>Good: 6 – 7 years' appropriate /recognizable experience in an area after degree = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in an area after degree = 0 point</p>	2.5

	from feasibility studies to financial close		
Town Planner	<p>Registered Professional Planner in terms of the Planning Professions Act, 2003 (SACPLAN) with 6 years post registration experience.</p> <p>Must have experience in development planning in the public sector environment.</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPLAN = 2.5 points</p> <p>Very Good: 8 - 9 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPLAN = 2 points</p> <p>Good: 6 - 7 years' appropriate /recognizable experience in Infrastructure Development after registration with SACPLAN = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Development after registration with SACPLAN = 0 point</p>	2.5
Occupational Health and Safety Agent	<p>Registered Professional Construction Health and Safety in terms of the Project and Construction Management professions Act, Act 48 of 2000 (SACPCMP) as a CHSA (Agent) with 6 years post registration experience.</p> <p>Submit Copy of Professional Registration Certificate, qualifications and B1 Form</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Projects after registration with SACPCMP = 2.5 points</p> <p>Very Good: 8 - 9years' appropriate /recognizable experience in Infrastructure Projects after registration with SACPCMP = 2 points</p> <p>Good: 6 - 7years' appropriate /recognizable experience in Infrastructure Projects after registration with SACPCMP = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Projects after registration with SACPCMP = 0 point</p>	2.5
Environmental Practitioner	<p>Registered Professional Construction Health and Safety in terms of National Environmental Management Act, 1998 (Act 107 of 1998) (EAPASA) with 6 years post registration experience.</p>	<p>Excellent: At least 10 years' appropriate /recognizable experience in Infrastructure Projects after registration with EAPASA = 2.5 points</p> <p>Very Good: 8 – 9 years' appropriate /recognizable experience in Infrastructure Projects after registration with EAPASA = 2 points</p>	2.5

	Submit Copy of Professional Registration Certificate, qualifications and B1 Form	<p>Good: 6 – 7 years' appropriate /recognizable experience in Infrastructure Projects after registration with EAPASA = 1.5 points</p> <p>Poor: 5 years' and below appropriate /recognizable experience in Infrastructure Projects after registration with EAPASA = 0 point</p>	
Technical proposal		Scoring (for whole or each sub-element where applicable)	Weight (%)
B. Experience / track record of the tendering entity in executing work of similar nature			20
B1	<p>Number of similar PMU projects by the bidder:</p> <p>Appointment letters / purchase order must be attached together with the corresponding reference letter from the client. These documents must be on official client letterhead and signed by the duly contactable authorized employee.</p>	<p>Excellent: 5 Projects and above = 20 points</p> <p>Very Good: 4 Projects = 16 points</p> <p>Good: 3 projects = 12 points</p> <p>Poor: 2 projects and below = 0 points</p>	20
C. Approach Methodology			10
C1	<ol style="list-style-type: none"> 1. The Tenderer clearly articulates on the requirements of the project's Scope of Works (SOW), provides in-depth understanding of the objectives. 2. The Tenderer clearly articulates how the SOW objectives will be realized. 3. The approach clearly details how the objectives will be met, which human resources for the identified 	<p>Excellent: Tenderer covers 5 headings = 10 points</p> <p>Very Good: Tenderer covers 4 out of 5 headings = 8 points</p> <p>Good: Tenderer covers 3 out of 5 headings = 6 points</p> <p>Poor: Tenderer covers 2 and below out of 5 headings = 0 points</p>	10

	<p>respective infrastructure service.</p> <p>4. The Tenderer clearly articulates the project governance organogram.</p> <p>5. The methodology should indicate how the prospective bidder will help the Department with mentorship.</p>		
Total points			100
Minimum Threshold for Functionality			60

Specific Goals Requirements:

To qualify for Specific Goal points, bidders must provide evidence per specific goal as stated on the table below. Bidders must submit verifiable documentation as proof to claim the Preference Points.

Bidders who fail to submit required credentials will forfeit points.

SPECIFIC GOALS	PROOF OF EVIDENCE	10 POINTS	20 POINTS
HDI	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% black ownership to claim points.	1	1
Women	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by women to claim points.	3	7
Youth	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit with at least 51% owned by youth and copies of Identity Documents for Directors to claim points.	2	5
Disability	The bidder must submit a valid B-BBEE Certificate or Sworn Affidavit which is at least 51% owned by people with disabilities to claim points. Identity Documents for Directors to claim points.	2	5
Bidder must be located within Gauteng Province	The bidder must submit a copy of a municipal rates & taxes invoice or statement not older than 3 months in the name of the Bidder or proof of lease agreement in the name of the Lessee signed by both parties. In case the company operates at the director's property, the bidder must submit a copy of a signed lease agreement in the name of a leasee.	2	2

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims.

- Only B-BBEE Certificate that are issued by SANAS accredited agency will be considered.
- Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency.
- The Department is requesting the B-BBEE certificates / sworn affidavits to validate and evaluate the points claimed by the bidder based on the Specific Goals outlined in the SBD 6.1.

NB:

1. The submission of a fraudulent B-BBEE certificate will result in the bidder being disqualified and criminal proceedings being instituted against the bidder. The bidder, the shareholders and / or directors will further be restricted from doing business with any organ of the state for a maximum period of 10 years.

PREFERENCE POINT SYSTEM EVALUATION:

The Department will apply the 90/10 preference point system in accordance with Regulation 5 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

or

The Department will apply the 80/20 preference point system in accordance with Regulation 4 of the Preferential Procurement Regulations, 2022 (as published in the Government Gazette No. 47452 on 04 November 2022), effective from 16 January 2023.

The points will be allocated as follows:

PREFERENCE POINT SYSTEM	POINTS	POINTS
Price	90	80
Specific Goals (refer to requirements below)	10	20
Total points for Price and Preference Points	100	100

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

Bidders should note the following:

- Functionality will be scored out of 100 points.
- The bid validity period is one hundred and twenty (120) days. However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into formal contract with the Department. Such contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspect of the offer complies with requirements.
- Tenderers who are listed in the National Treasury's register of defaulters and restricted suppliers will be disqualified.
- The department will conduct a detailed risk assessment on the recommended bidder(s).

NB:

- Amounts written in words take precedence over amounts in figures, in case of any discrepancy.
- Bidders are required to sign a bids submission register which will be handled by the security officer.
- Potential service providers must note that in terms of departmental policy, the Department reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.

Correspondence

- Contact Mr. Olabode Ayandibu on the following e-mail for enquiries:
Olabode.Ayandibu@gauteng.gov.za
- Bidders to expect responses within 7 days prior to the closing date.
- Bidders are not allowed to initiate communication with the Department after the closing date.
- Bidders must regularly check, e-Portal and Departmental Websites for publication of responses and other communication.

Obtaining of Tender Documents

Prospective bidders can download and print their own version of the tender document at no cost (free of charge) by accessing the e-Tender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date. Tender documents will be available from **18 July 2025**. Failure to submit all the required pages of the Bid Document may result in the bidder either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Bid Submission

Electronic submission of bids will **NOT** be accepted.

Telegraphic, CDs, USBs, telephone, telex, facsimile, emails of bids and late bids will **NOT** be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid documents.

The Department reserves the right to cancel **OR** not to award this tender to any party.

Clearly numbered Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer at ground floor Life Centre Building, at 45 Commissioner Street, Johannesburg, by no later than 11H00 on the closing date indicated above.

2.1 LIST OF RETURNABLE DOCUMENTS

FORM DESCRIPTION	TICK IF COMPLETED
SUBMISSION OF PROOF OF REGISTRATION WITH CSD (CSD REGISTRATION REPORT OR MAAA NUMBER)	
FORM OF OFFER	
SUBMISSION OF COMPANY REGISTRATION DOCUMENTS (E.G., FOUNDING STATEMENT CK1/ CERTIFICATE OF INCORPORATION – CM1, ETC.)	
SUBMISSION OF A TAX COMPLIANCE STATUS PIN THAT WILL GRANT A THIRD-PARTY ACCESS TO THE BIDDER'S TAX COMPLIANCE STATUS.	
COPY OF THE IDENTITY DOCUMENT OF ALL OWNERS/ SHAREHOLDERS/MEMBERS/DIRECTORS/ TRUSTEES.	
SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	
CERTIFICATE OF INSURANCE COVER	
DECLARATION OF TENDERER'S LITIGATION HISTORY	
SCHEDULE OF CURRENT COMMITMENTS	
POSSIBLE COMMITMENTS OF CORE PERSONNEL	
TENDERER'S PROJECT ORGANOGRAM DEDICATED FULL TIME	
PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	

**PART A
INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT

TENDER NUMBER:	DRT 02/07/2025	CLOSING DATE:		CLOSING TIME:	11:00 AM
-----------------------	-----------------------	----------------------	--	----------------------	-----------------

DESCRIPTION	APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS
--------------------	---

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**Department of Roads and Transport
45 Commissioner Street
Ground floor, JHB**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr M Mbatha	CONTACT PERSON	Mr O Ayandibu
TELEPHONE NUMBER	(011) 355 7513	TELEPHONE NUMBER	(071) 078 9678
E-MAIL ADDRESS	Mthokozisi.Mbatha@gauteng.gov.za	E-MAIL ADDRESS	Olabode.Ayandibu@gauteng.gov.za

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: MAAA
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 THE QUESTIONNAIRE BELOW]
---	--	--	--

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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited.
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.
18. : Failure to meet the above requirements will lead to immediate disqualification.
19. The Department reserves the right not to award to the lowest bidder.
20. Should bidders not quote for all items, they will be considered as being non-responsive.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

Prospective suppliers should self-register on the CSD website www.csd.gov.za

If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have.

3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted, or less favorable arrangements are made.

The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO.

REPRESENTS (state name of bidder)CSD Registration

Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

SECTION D

Applicable		Not Applicable	x
------------	--	----------------	---

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE COMPLETED WHEN APPLICABLE TO THE BID.

Site/Building/Institution Involved:

Bid Reference No:

Goods/Service/Work: _____

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

Signature of Bidder or Authorized Representative

(PRINT NAME)

DATE: ____/____/____

Name of Departmental or Public Entity Representative

(PRINT NAME)

Departmental Stamp with Signature	

SECTION F

BIDDER'S DISCLOSURE

PURPOSE OF THE FORM

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

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

Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

If so, furnish particulars:

.....

DECLARATION

I, the undersigned, (name)..... in submitting the

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

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - i
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (To be completed by the tenderer)
Race	1	1	
Women	3	7	
Youth	2	5	
Disability	2	5	
Bidder must be located within Gauteng Province	2	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.

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

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

SECTION K**AUTHORITY TO SIGN A BID**

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	JOINT VENTURE / CONSORTIUM
					Incorporated
					Unincorporated

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners

(Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough, please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising.

the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and such resolution shall include a specimen signature of the signatory.

Co-operative: Resolution letter from the directors

Close Corporation: Resolution letter from the directors

Company: Resolution letter from the director/s

Sole Proprietor: Resolution letter from the director

Partnership: Resolution letter from the director

Joint Venture / Consortium: Resolution/agreement passed/reached' signed by the authorized representatives.
of the enterprises

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

SECTION G

FORM OF OFFER AND ACCEPTANCE

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

TENDER NUMBER: DRT 02/07/2025 APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price, inclusive of value added tax, is.

R (in figures)

.....

.....

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:

.....

and: whose registration number is:

.....

and: whose income tax reference number is:

.....

Natural person or partnership:

.....

whose identity number(s) is/are:

.....

whose income tax reference number is/are:

.....

OR

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:

Mr/Mrs/Ms:

In his/her capacity as:

.....

Note:

A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

Banker: Branch:

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	DEPARTMENT OF ROADS AND TRANSPORT
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
PROJECT MANAGER	SACPCMP use rates as per Board Notice 168 of 2019 (Plus Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R <u>70,000,000.00</u> R _____ R _____ R _____ R _____		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ARCHITECT	SACAP use rates as per Board Notice 172 of 2021 (Plus Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R <u>70,000,000.00</u> R _____ R _____ R _____ R _____		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time-based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by consultant

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
QUANTITY SURVEYOR	SACQSP use rates as per Gazette Notice 170 of 2015 (Plus Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R <u>70,000,000.00</u> R _____ R _____ R _____ R _____		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
TRANSPORTATION ENGINEER	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 70,000,000.00 R _____ R _____ R _____ R _____		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
STRUCTURAL ENGINEER	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021	Value for fee purposes:	R <u>70,000,000.00</u>		
		All-inclusive Fee:	R _____		
		Less Discount: ____%	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		
Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
CIVIL ENGINEER	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021	Value for fee purposes:	R 70,000,000.00		
		All-inclusive Fee:	R		
		Less Discount: ____%	R		
		Add VAT @ 15%	R		
		TOTAL PROJECT FEES:	R		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1	PERCENTAGE BASED FEES				
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
ELECTRICAL ENGINEER	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R 25,000,000.00 R _____ R _____ R _____ R _____		

Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
MECHANICAL ENGINEER	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021	Value for fee purposes:	R <u>25,000,000.00</u>		
		All-inclusive Fee:	R _____		
		Less Discount: ____%	R _____		
		Add VAT @ 15%	R _____		
		TOTAL PROJECT FEES:	R _____		
Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

APPENDIX A – BID PROFORMA

(To be completed by the Consultant)

General Notes –

- For fee-based appointment allow an additional time based work carried out up to a maximum of 50 hours, by written prior approval of the Department Project Leader.
- **For percentage-based appointment – Consultants are requested to complete Table 1 of Appendix A.**
- Preference Points and Percentage discount offered take precedence over any additional detailed fee calculations submitted, where there is any ambiguity.
- Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc (latest published)
- Table below is **NOT** to be modified by Consultant.

TABLE 1		PERCENTAGE BASED FEES			
DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE	FEE BREAKDOWN	RAND VALUE	CONSULTANT FULL NAME (Authorised Person)	CONSULTANT SIGNATURE
CONSTRUCTION HEALTH AND SAFETY AGENT	SACPCMP use rates as per Board Notice 167 of 2019 (Plus Surcharge)	Value for fee purposes: All-inclusive Fee: Less Discount: ____% Add VAT @ 15% TOTAL PROJECT FEES:	R <u>70,000,000.00</u> R _____ R _____ R _____ R _____		
Note: Percentage discount above also applies to any additional time-based work carried out up to a maximum of 50 hours, by written prior approval of Project Leader.					

COMPANY STAMP:

DATE:

OTHER RESOURCES PRICING PER HOUR

NO	PROFESSIONAL RESOURCE	RATE/HR	% DISCOUNT (%)	RATE/HR AFTER DISCOUNT	NUMBER OF HOURS	TOTAL EXCL VAT	ADD VAT @ 15%	TOTAL FEES (INCL VAT)
10	PROCESS AND CHANGE MANAGEMENT SPECIALIST	R	%	R	1056	R	R	R
11	TRANSPORTATION PLANNER	R	%	R	1056	R	R	R
12	RISK SPECIALIST	R	%	R	1056	R	R	R
13	ENTERPRISE ARCHITECT / SPECIALIST	R	%	R	1056	R	R	R
14	IT DEVELOPER	R	%	R	1056	R	R	R
15	TRAFFIC ENGINEER	R	%	R	1056	R	R	R
16	GEOTECHNICAL ENGINEER	R	%	R	1056	R	R	R
17	GIS SPECIALIST / LAND SURVEYOR	R	%	R	528	R	R	R
18	TOWN PLANNER	R	%	R	528	R	R	R
19	ENVIRONMENTAL SCIENTIST	R	%	R	528	R	R	R

COMPANY STAMP:

DATE:

NO	PROFESSIONAL RESOURCE	RATE/HR	% DISCOUNT (%)	RATE/HR AFTER DISCOUNT	NUMBER OF HOURS	TOTAL EXCL VAT	ADD VAT @ 15%	TOTAL FEES (INCL VAT)
20	PPP SPECIALIST	R	%	R	528	R	R	R
21	PUBLIC FINANCE SPECIALIST	R	%	R	528	R	R	R
22	PROCUREMENT SPECIALIST / MANAGER	R	%	R	528	R	R	R
23	LEGAL PRACTITIONER / ADMITTED ATTORNEY	R	%	R	528	R	R	R
24	CONTRACTS MANAGER	R	%	R	528	R	R	R

COMPANY STAMP:

DATE:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

SUMMARY OF PROFESSIONAL FEES

TENDER NUMBER: DRT 02/07/2025 APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

DISCIPLINE	FEES OFFERED INCLUDING VAT
PROCESS AND CHANGE MANAGEMENT SPECIALIST	R
TRANSPORTATION PLANNER	R
RISK SPECIALIST	R
ENTERPRISE ARCHITECT / SPECIALIST	R
IT DEVELOPER	R
PROGRAMME LEAD / PROJECT MANAGER	R
ARCHITECT	R
CONTRACTS MANAGER	R
QUANTITY SURVEYOR	R
STRUCTURAL ENGINEER	R
CIVIL ENGINEER	R
TRANSPORTATION ENGINEER	R
ELECTRICAL ENGINEER	R
MECHANICAL ENGINEER	R
TRAFFIC ENGINEER	R
GEOTECHNICAL ENGINEER	R
GIS SPECIALIST / LAND SURVEYOR	R
TOWN PLANNER	R
OHS AGENT	R
ENVIRONMENTAL SCIENTIST	R
PPP SPECIALIST	R
PUBLIC FINANCE SPECIALIST	R

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

PROCUREMENT SPECIALIST / MANAGER	R
LEGAL PRACTITIONER / ADMITTED ATTORNEY	R
TOTAL CARRIED OVERTO FORM OF OFFER	R

SPECIFICATION

1. BACKGROUND

The Gauteng Department of Roads and Transport (GPDRT) is saddled with the responsibility of regulation and coordination of Transportation in the province – that is Public Transport, Rail Transportation, Civil Aviation and Road Transport, which offers opportunities for economic growth and transformation in the province.

In achieving this mandate, the GPDRT requires three (3) service providers with technical and professional expertise experienced in the roads and transportation sector to partner with the Department through a Programme Management Unit (PMU) over a period of three (3) years.

The GPDRT comprises of the following programmes:

- Programme 1: Administration
- Programme 2: Transport infrastructure (Sub-programmes: Infrastructure Planning, Infrastructure Design, Construction and Maintenance)
- Programme 3: Transport Operations
- Programme 4: Transport Regulation
- Programme 5: Gautrain

The requested services shall be rendered under programmes 1, 2, 3, 4 and 5 for the GPDRT.

The Department is encountering challenges with the implementation of transportation and road infrastructure projects within the Planning, Design and Traffic Engineering, Construction and Maintenance work streams. The following project management inefficiencies, among others, are evident in the transport and road infrastructure projects:

- Skills shortage,
- Delays in commencement of awarded contracts,

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- Delays in Supply Chain Management,
- Court interdicts – Awarded contracts delays,
- Increased Litigation,
- Under-expenditure on projects,
- Delays in the implementation of projects,
- Cost overruns in projects due to claims and scope variations,
- Management of interim payments and quality control procedures,
- Delays in resolving project claims and disagreement,
- Cancellation of contracts,
- Settlements with the service providers.

In order to manage the challenges, the Department needs to be capacitated with Specialist Project Management services for execution of the special project. Therefore, the GPDRT through this tender seeks to invite technical and professional entities (consultancies) to bid as a Programme Management Unit that will render special technical support, and assistance to the vast Transport Infrastructure programmes handled by the Department.

PURPOSE

The Department is to invite bids from a multidisciplinary entity who has the relevant qualifications and expertise to provide professional services at the Department of Roads and Transport for Transport and Roads Infrastructure Projects from stage 1-6 as per FIDPM.

The PMU Duties:

- To assist the Department with transport-related functions.
- To provide specific financial, legal and compliance advice to the accounting officer when necessary.
- To provide the Department with property related/vesting functions.
- To deploy skilled professionals to complement technical expertise available to the Department as at when required for integrated transport and road projects.
- To offer key technical insight and advisory services to guide decision making taken by management of the Department.

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- To assist with mentorship of Departmental candidates leading to registration where applicable.
- To assist with capacity building, job shadowing, and skills development for the existing Departmental staff during the implementation of duties assigned to the professional team.

SCOPE OF WORKS

- An assessment of the Portfolio of the Department, Programme and Project Management position and the current methodologies in place, in the Department to manage integrated projects on a life cycle basis and the tools in use to support these methodologies. Attributes analyses may include:
 - **Business Results**
 - **Environmental Factors**
 - **Organizational Culture and Style**
 - **Organizational Process Tools**
 - **Stakeholders**
 - **Organizational Structure**
- Analysis and review of the procurement and delivery management to align to a standard e.g. The South African Planning Commission's National Development Plan 2030. Design a procurement system that is better able to deliver value for money.
- Assist the Department in identification, screening and prioritization of viable transportation projects for implementation in line with the broader strategic objectives of the GPDRT (12 months, 3 years, 5 years prioritization portfolio).
- Synthesize the project management office operating, consolidate key learnings and implement a roadmap for an effective PMU.
- Design, Implement and update all programme and project management standards in line with the approved Project Stage gate workflow process as at when required.
- Developing and implementing interventions and measuring progress in terms mutually agreed metrics (measure what matters) through project plans, skill transfer and supplier development plans.
- Manage the developed/established online reporting platforms for transport project monitoring;

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- Inspect the works for quality and conformity to project contract specifications and documentation. Review outputs of quality assurance procedures and advise the consultant, contractor and client on the adequacy and need for additional controls, inspections and testing.
- Individual project risk assessment.
- Project management capacity building, training and skills transfer (mentorship to graduates to attain professional registration)
- Assess and confirm accuracy of payment certificates issued by both consultants and contractors before payments.
- In case of potential dispute, adjudicate and resolve financial claims and contractual claims.
- Provide technical engineering advises to the Department on project mediation, adjudication and litigation related matters.
- Provide Programme / Project communication and stakeholder management advisory services to the Department.

2. QUALIFICATIONS AND EXPERIENCE

The multi-disciplinary entity is to provide a full team of the following experienced and skilled professional consultants.

- **Process and Change Management Specialist**
- **Transport Planner**
- **Risk Specialist**
- **Enterprise Architecture Specialist**
- **IT System Developer**
- **Program Leader / Project Manager**
- **Architect**
- **Contracts Manager**
- **Quantity Surveyor**
- **Civil Engineer**
- **Structural Engineer**
- **Transportation Engineer**
- **Traffic Engineer**
- **Geotechnical Engineer**
- **Electrical Engineer**
- **Mechanical Engineer**
- **Legal Partitional / Admitted Attorney**
- **GIS Specialist / Land Surveyor**
- **Procurement Specialist / Manager**

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- **Public Finance Specialist**
- **PPP Specialist**
- **Town Planner**
- **Occupational Health and Safety Agent**
- **Environmental Practitioner**

3. The services required for the full rollout are inclusive of stages 1-6 in the following order:

- **STAGE 1: Project Initiation and Briefing**
- **STAGE 2: Concept and Viability**
- **STAGE 3: Design Development**
- **STAGE 4: Documentation and Procurement**
- **STAGE 5: Construction Documentation and Management**
- **STAGE 6: Close-out**

4. THE REQUESTED DISCIPLINES WILL PROVIDE THE SERVICES AS STATED BELOW NOT WITHSTANDING THE STANDARD SERVICES AS SET OUT IN THEIR RESPECTIVE GAZETTES:

4.1 PROGRAMME LEAD / PROJECT MANAGER

The scope of services is as per the gazetted scope of services for Professional Project Managers administered by the South African Council for the Project and Construction Management Professions including but not limited to:

- Overall coordination of the project initiation, documentation, implementation and close-out as the Principal Consultant.
- Overall Assessment of the existing programme.
- Preliminary and Detailed Design coordination with cognisance to compliance with construction regulations and other applicable standards.
- Coordination of approvals of design by Design Review Committee.
- Contract Documentation & Administration.
- Compilation of as-built information.
- The Project Manager will be fully responsible and accountable for project compliance with the Infrastructure Delivery Management System throughout the project life-cycle.

4.2 ARCHITECT

The scope of services is as per the gazetted scope of services for Professional Architects administered by the South African Council for Architectural Professions including but not limited to:

- Overall Assessment of the existing facility.
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards.

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- Approvals of design by Design Review Committee.
- Contract Documentation & Administration.
- Compilation of as-built information.
- The Architect will be fully responsible and accountable for project compliance with the Infrastructure Delivery Management System throughout the project life cycle.

4.3 QUANTITY SURVEYOR

The scope of services is as per the gazetted scope of services for Professional Quantity Surveyors administered by the South African Council for Quantity Surveying Professions including but not limited to:

- Preliminary and Detailed Cost Estimation
- Compilation of Bills of Quantities
- Tender Documentation and Risk Analysis of bids received
- Monthly valuations and preparation of payment certificates
- Cost Reports
- Variation Orders
- Final Account
- General Contract Administration
- The Quantity Surveyor will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Roads and Transport.

4.4 STRUCTURAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing property including its services (structural elements, domestic water & stormwater and sewer networks)
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards
- The Structural Engineer will be required to take part in,
 - o Contract Documentation
 - o Contract Administration
 - o Compilation of as-built information
 - o Issuing of Certificates of Compliance
 - o Other related Structural Engineering Services pertinent for the successful completion of this project.
- The Structural Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Roads and Transport.

4.5 CIVIL ENGINEER

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- Assessment of the existing property including its services (civil elements, domestic water & stormwater and sewer networks)
- Preliminary and Detailed Design with cognisance to compliance with construction regulations and other applicable standards
- The Civil Engineer will be required to take part in,
 - o Contract Documentation
 - o Contract Administration
 - o Compilation of as-built information
 - o Issuing of Certificates of Compliance
 - o Other related Civil Engineering Services pertinent for the successful completion of this project
- The Civil Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Roads and Transport.
- The Civil Engineer will be required to appoint a Surveyor and Geotechnical Engineer as sub consultants.

4.6 ELECTRICAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

- The role of an electrical engineer is to survey the site and manage the design and construction of electrical systems so that they comply with the necessary codes.
- His responsibilities include designing, testing, installing and maintaining electrical systems that transmit and generate power.
- At design stage, the electrical engineers typically needs the skills to work with computer models in order to have a better idea of what they should design. In addition, electrical engineers may be responsible for calculating the costs of electrical equipment i.e. generators and scheduling delivery dates from supplies.
- At the end of a project, the electrical engineer is responsible for making sure that all codes are met.
- He will be responsible for testing and commissioning all installed electrical equipment and produce As- built drawings of the building's wiring and power supply for submission to council for approval.
- The electrical engineer must have an in-depth knowledge of building codes.

4.7 MECHANICAL ENGINEER

The scope of services is as per the gazetted scope of services for Professional Engineers administered by the Engineering Council of South Africa including but not limited to:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- Assessment of the existing facility including requirements for Heating, Ventilation and Air-conditioning
- Preliminary and Detailed Design with cognisance to compliance with construction regulations, IUSS and other applicable standards
- The Mechanical Engineer will also be responsible for the internal water reticulation in terms of assessment, design, management and close-out.
- The Mechanical Engineer will also be responsible for Fire Services (assess, design, management and close-out)
- The Mechanical Engineer will be responsible for coordination of mechanical services in the workshop
- The Mechanical Engineer will be required to take part in,
 - o Contract Documentation
 - o Contract Administration
 - o Compilation of as-built information
 - o Issuing of Certificates of Compliance
 - o Other related Civil and Structural Engineering Services pertinent for the successful completion of this project
- The Mechanical Engineer will be obligated to comply with the Infrastructure Delivery Management System requirements throughout the project rollout when and as instructed by the Department of Roads and Transport.

4.8 OTHER PROFESSIONAL RESOURCES

The scope of services is as per the gazetted scope of services governing each Professional service provider. Additional services shall be agreed in advance prior to the commencement of such service.

NB: THE DEPARTMENT MAY REQUIRE / REQUEST FOR ADDITIONAL RESOURCES NOT MENTIONED ON THIS TENDER AS AT WHEN REQUIRED DURING PROJECT/PROGRAMME IMPLEMENTATION.

4.9 Costing

4.9.1 The relevant Fee Guidelines are as per the following table;

DISCIPLINE	GAZETTE APPLICABLE PER DISCIPLINE
Project Management	SACPCMP use rates as per Gazette 42697 Board Notice 168 of 2019
Architectural	SACAP use rates as per Gazette 45554 Board Notice 172 of 2021
Engineering	ECSA use rates as per Gazette 44333 Board Notice 22 of 2021
Quantity Surveying	SACQSP use rates as per Gazette 39134 Board Notice 170 of 2015
Land Surveying	SAGC use rates as per Gazette 42417 Board Notice 610 of 2018
Town Planning	SACPLAN use rates as per Gazette 44089 Board Notice 13 of 2021
Occupation Health and Safety	SACPCMP use rates as per Gazette 42697 Board Notice 167 of 2019

4.9.2 Your bid is to be based upon the relevant Guideline for Tariff of Fees as published annually for the respective Discipline Council, less percentage discount (discount

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

percentage on the estimated fee value) you are proposing for all disciplines as per 4.8.1 above.

- 4.9.3 Disbursements as published in the monthly National Department of Public Works “Rates for Reimbursable Expenses” shall be used as a guideline. Discount can also be offered in this regard, but maximum rate applicable shall be for vehicles up to 2150cc.
- 4.9.4 Please note that total final fees payable will be calculated on final value of contract for “fee purposes” only or final contract cost estimates for “fee purposes” only (both for the applicable discipline) - whichever may be applicable at the time.
- 4.9.5 You are requested to submit your bid using the specified Basis of Appointment indicated herein above under Annexure G on your company letterhead duly signed by the Registered Professional who will be dedicated to this project and is based at the office address where the project is intended to be awarded within five (5) working days.

5. CONDITIONS OF APPOINTMENT

- 5.1 The multi-disciplinary entities must have within their employment or display their ability to have access to all the professional consultants as listed in paragraph 3 above.
- 5.2 **This can be submitted by way of an organogram with details of the Registered Professional who will be leading each discipline and detailed curriculum vitas of the proposed professional/s. Where a resource/professional is being outsourced, a contract or agreement between both parties is to be submitted.**
- 5.3 You will be expected to attend a minimum of 2 site meetings per month which only will be paid for, based on attendance during the construction process.
- 5.4 Consultants must submit all returnable documents as listed on Appendix B herein. Failure to submit all the requested documents could result in the tender not being considered
- 5.5 Your detailed organogram is to provide details of the various Registered Professional Project Manager (PR CPM), Registered Professional Architect (PR ARCH), Registered Professional Quantity Surveyors (PR QS) and Registered Professional Engineers (PR ENG), who will be dedicated to this project as well

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

details of who will lead the team. Approval must be made in writing to the Department for any replacement of the designated professional/s. All requested resources under the functional evaluation section should be shown on the organogram.

- 5.6 Appointment will be as per Departmental Standard Conditions of Appointment for the respective Discipline (see the attached **Appendix C** and **Appendix D**)
- 5.7 The valid period of the project is three (3) years.
- 5.8 All the resources provided on the tender submission must be available upon appointment of the service provider. In the event that the resources is not available, an equivalent resource must be provided by the service provider with a written approval from the Department.

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Section M: Agreements & Contract Data

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Table of Contents

C1.1.1.	FORM OF OFFER	C1-Error! Bookmark not defined.
C1.1.2.	FORM OF ACCEPTANCE	C1-Error! Bookmark not defined.
C1.1.3.	APPENDIX TO FORM OF ACCEPTANCE	C1-Error! Bookmark not defined.
	C1.2.1 CONDITIONS OF CONTRACT	C1-16
1.	DEFINITIONS	C1-16
2.	INTERPRETATION	C1-18
3.	GENERAL	C1-18
3.1	Governing laws	C1-18
3.3	Language	C1-18
3.4	Notices	C1-19
3.5	Location	C1-19
3.6	Publicity and publication	C1-19
3.7	Confidentiality	C1-19
3.8	Variations	C1-19
3.9	Sole agreement	C1-20
3.10	Indemnification	C1-20
3.11	Penalty	C1-20
3.12	Equipment and materials furnished by the Employer	C1-20
3.13	Illegal and impossible requirements	C1-20
3.14	Programme	C1-21
3.15	Severability	C1-21
3.16	Waiver	C1-21
4.	EMPLOYER'S OBLIGATIONS	C1-21
4.1	Information	C1-21
4.2	Decisions	C1-21
4.3	Assistance	C1-22
4.4	Services of Others	C1-22
4.5	Notice of change by Employer	C1-22
4.6	Issue of instructions	C1-22
4.7	Payment of Service Provider	C1-22
5.	SERVICE PROVIDER'S OBLIGATIONS	C1-22

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

5.1	General.....	C1-22
5.2	Exercise of authority	C1-23
5.3	Designated representative	C1-23
5.4	Insurances to be taken out by the Service Provider	C1-23
5.5	Service Provider's actions requiring Employer's prior approval.....	C1-24
5.7	Notice of change by Service Provider	C1-24
5.8	Safeguarding the Employer's data	C1-24
5.9	Performance Security	C1-24
6.	CONFLICTS OF INTEREST, CORRUPTION AND FRAUD.....	C1-24
6.1	Service Provider not to benefit from commissions, discounts, etc.	C1-24
6.2	Royalties and the like.....	C1-25
6.3	Independence.....	C1-25
6.4	Corruption and Fraud.....	C1-25
7.	SERVICE PROVIDER'S PERSONNEL	C1-26
7.1	Provision of Personnel.....	C1-26
7.2	Staff and equipment	C1-26
7.3	Working hours, overtime and leave.....	C1-27
8.	COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT	C1-27
8.1	Commencement	C1-27
8.2	Completion	C1-27
8.3	Force Majeure	C1-28
8.4	Termination	C1-28
8.5	Suspension.....	C1-30
8.6	Rights and liabilities of the Parties	C1-30
9.	OWNERSHIP OF DOCUMENTS AND COPYRIGHT	C1-30
10.	SUCCESSION AND ASSIGNMENT	C1-30
11.	SUB-CONTRACTING.....	C1-31
12.	RESOLUTION OF DISPUTES.....	C1-31
12.1	Settlement	C1-31
12.2	Mediation.....	C1-32
12.3	Adjudication.....	C1-32

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

12.4	Arbitration	C1-33
13.	LIABILITY	C1-33
13.1	Liability of the Service Provider.....	C1-33
13.2	Liability of the Employer.....	C1-33
13.3	Compensation	C1-33
13.4	Duration of Liability	C1-33
13.5	Limit of Compensation	C1-34
13.6	Indemnity by the Employer	C1-34
13.7	Exceptions.....	C1-34
14.	REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER	C1-34
C1.1.4	FORM OF BANKING DETAILS	C1-1
C1.2.2	CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER.....	C1-2
C1.2.3	CONTRACT DATA: INFORMATION PROVIDED BY THE BIDDER	C1-6

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to Bidder:

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

CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agent

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

Construction monitoring/supervision

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Defect

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

Deliverable

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

Engineer

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

Employer

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

Force Majeure

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

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

Project

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

Scope of Work

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Service Provider

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

Services

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

Subcontractor

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

Technical Proposal

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

Works or Works Contract

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

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing laws

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

3.2 Change in legislation

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

3.3 Language

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

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

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

3.4 Notices

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

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

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

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws*.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

the Employer, *prior to the change being implemented.*

- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

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

3.12 Equipment and materials furnished by the Employer

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

3.13 Illegal and impossible requirements

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

3.14 Programme

- 3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
 - c) other information as required in terms of the Scope of Work or Contract Data.
- 3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

3.15 Severability

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

3.16 Waiver

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
- 4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

4.2 Decisions

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

4.3 Assistance

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

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

4.4 Services of Others

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

4.5 Notice of change by Employer

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services*

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

5.2 Exercise of authority

- 5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the service Provider shall do so in accordance with the provisions of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001). and shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer* and maintained in force.

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

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

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

5.7 Notice of change by Service Provider

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

5.8 Safeguarding the Employer's data

5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*

5.8.2 *In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*

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

5.9 Performance Security

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

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

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of



TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 The Service Provider shall neither:

- (a) Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor
- (b) Enter into this contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.

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

- i. summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;
- ii. withhold all payments due;
- iii. terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Employer may:

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

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

7.2 Staff and equipment

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

approved by the Employer.

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

7.3 Working hours, overtime and leave

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

8. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT.

8.1 Commencement

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

8.2 Completion

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

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

- (a) which is beyond party's control,*
- (b) which such a party could not reasonably have provided against before entering into the Contract,*
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and*
- (d) which is not substantially attributable to the other Party*

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;

- (i) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- (iii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- (iv) riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

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

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

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

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

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

8.4 Termination

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.9 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:

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

Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (14) days after the date of termination submit an account for the

Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.

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

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

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

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

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

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- become due under the Contract; or
- (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.9 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

11. SUB-CONTRACTING

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

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

12.3 Adjudication

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association of Arbitrators.

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

13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.2 Liability of the Employer

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

13.3 Compensation

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

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

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1939 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4. in respect of insurable event; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract.*

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to the Employers prescribed format.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract*

C1.1.4 FORM OF BANKING DETAILS

Notes to Bidder

1. The Employer applies an Electronic Funds Transfer system for all payments.
 2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
 3. If you are not registered as a vendor with the Employer, you are required to supply:
 - an original cancelled cheque bearing your company name and account number; or
 - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 3.4 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.
-

Dear Sir

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of **(Note to Compiler: insert name of successful Bidder)** and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account

Name:

Bank:

Branch

Name:

Branch

Code:

Account

Number:

Yours sincerely

.....

Authorised Signatory for **(Note to Compiler: Insert name of successful Bidder)**

DATE: _____

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER

Clause No Contract Data

1 The Employer is Department of Roads and Transport

The Employer's physical business address is:

45 Commissioner Street
27th Floor Johannesburg,

The authorised and designated representative of the Employer is:

Director: SCM

Telephone: (011) 355 9065

Office : 25th Floor 45 Commissioner Street, Johannesburg

3.4 The address for receipt of communications is:

Name: Mr Olabode Ayandibu

Telephone: 071 078 9678

Address: 27th Floor 45 Commissioner Street, Johannesburg

3.5 **TENDER NUMBER: DRT 02/07/2025**

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

3.6 The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.

3.11.1 The penalty payable is subject to a maximum amount of R45000.
Penalties for failure to meet the submission dates shall be R2000 for every 7 days by which submission is late, applied to each Stage separately.

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
a) terminate the Contract

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

b) complete the Services at the Service Provider's cost.

3.12 The programme shall be submitted within 14 days of the award of the Contract.

The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The Service Provider is required to provide the following insurances:

1. Insurance against Professional indemnity

Cover is: R 10 million

Period of cover: Structures – 25 years: all other instances – 10 years

2. Insurance against general public liability

Cover is: R 10 million

Period of cover: Structures – 25 years: all other instances – 10 years

3. Third Party Liability

Cover is: R 5 million

Period of cover: Duration of contract only.

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Appointing Key Personnel not listed by name in the Contract Data.
2. Appointing sub-contractors for the performance of any part of the Service.
3. Expending any Provisional Sum in the Contract.
4. Authorising any work under a Variation Order for the Contract.
5. Over-expenditure on the Works Contract.
6. Changing the scope of work for the Contract.
7. Acceptance of sub-standard work under the Contract.
8. All aspects requiring the Employers approval in terms of the Employer's Code of Procedure for Road Design, Road Design Manual, Construction and Maintenance.
9. Making statements to the media regarding the project.

7.2 The Key Persons required for this project are:

- 1 Programme Lead / Project Manager
- 2 Architect
- 3 Quantity Surveyor
- 4 Transportation Engineer
- 5 Structural Engineer
- 6 Civil Engineer
- 7 Electrical Engineer

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- 8 Mechanical Engineer
- 9 Construction Health And Safety Agent
- 10 Traffic Engineer
- 11 Geotechnical Engineer
- 12 Gis Specialist / Land Surveyor
- 13 Town Planner
- 14 Environmental Scientist
- 15 Ppp Specialist
- 16 Public Finance Specialist
- 17 Procurement Specialist / Manager
- 18 Legal Practitioner / Admitted Attorney
- 19 Contracts Manager

7.3 The working hours and holiday for site staff are:

- Site working hours
- Annual leave shall be taken during the recognized construction industry shutdown period.

8.1 The Contract shall come into effect on the date that it is signed by both Parties. The Service Provider shall commence the performance of the Services on the date that it is signed by both Parties.

8.2 Contract Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the accepted programme of works.

The contractual agreements regarding site monitoring and contract administration will be determine at the commencement of the construction phase of the project.

9.1 Copyright of documents prepared for the Project shall be vested with the Employer.

12. Resolution of Disputes

Interim settlement of disputes is to be by mediation.

Final settlement is by litigation.

In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.

13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.

13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to a maximum amount of R13 million

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R 60 000.00 (excluding VAT). Such retention monies shall be released by the Employer as follows:
- 60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.
 - 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.
- 14.7 Contract Price Adjustment: refer to pricing instructions in Clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of the tender.

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE BIDDER

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The **postal address** for receipt of communications is:

Telephone:

Facsimile:

Address:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

KEY PERSONS	NAME
Program Leader / Project Manager	
Architect	
Contracts Manager	
Quantity Surveyor	
Civil Engineer	
Structural Engineer	
Transportation Engineer	
Traffic Engineer	
Geotechnical Engineer	
Electrical Engineer	
Mechanical Engineer	
Legal Partitional / Admitted Attorney	
GIS Specialist / Land Surveyor	
Procurement Specialist / Manager	
Public Finance Specialist	
PPP Specialist	
Town Planner	
Occupational Health and Safety Agent/Manager	
Environmental Practitioner	

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM A5: SCHEDULE OF ADDENDA

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY BIDDER:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM A7: CERTIFICATE OF INSURANCE COVER

Notes to tenderer:

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

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

- i) Name of Bidder:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity (for each and every case)
Company:
Value:
 - General public liability
Company:
Value:
 - Third party liability
Company:
Value:

SIGNED BY BIDDER:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

Notes to bidder:

1. The purpose of this form is for the bidder to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as nonresponsive, rejected and the bidder automatically barred from tendering on Department of Roads and Transport projects for a period of at least 3 (three) months from the date of tender closure.
2. The bidder shall list below all projects with which proposed personnel are currently involved.
3. The start date in column 4 of the table below is that date indicated in the bid documents as being the intended start of the duties of the key personnel (i.e., expected start of design or supervisory duties).
4. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

NAME & POSITION	PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

SIGNED BY RQF BIDDER:

TENDER NUMBER: DRT 02/06/2023

THE APPOINTMENT OF THREE MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES FOR THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT AS A PROGRAM MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM A11: POSSIBLE COMMITMENTS OF CORE PERSONNEL

Notes to bidder:

1. The purpose of this form is for the bidder to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as nonresponsive, rejected and the bidder automatically barred from tendering on Department of Roads and Transport projects for a period of at least 3 (three) months from the date of tender closure.
2. The bidder shall list below all projects/tenders for which the proposed core personnel have been proposed, and for which results of an award are unknown at the date of tender closure of this project.
3. The start date in column 4 of the table below is that date indicated in the bid documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. Bidders must submit an alternative candidate for those positions identified as being possible areas of conflict. The Employer will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded this project as well as one of the others listed on this list. The Employer reserves the right to select according to its best interest and not the bidders.

NAME & POSITION	PROJECT	CLIENT/REGION	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

SIGNED BY BIDDER:.....

DRT: DRT 02/07/2025

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM A12: CONFIRMATION OF THE REQUIRED SKILL SET (KEY PERSONNEL) FOR THIS PROJECT

Note 1: Please confirm and complete the Table below for the same key personnel who qualified during for the functionality criteria evaluation in the original bid are still available.

Note 2: If any of the pre-qualified key personnel are not available anymore in your company, you must present new persons with the same or better qualifications and experience as requested in the original bid. (Complete and sign the attached B1 and B2 forms).

NAME	POSITION IN THE TEAM	PROFESSIONAL REG NO

SIGNED BY BIDDER:

DRT: DRT 02/07/2025

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT

UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM B1: RESOURCES RECORD (ALL KEY RESOURCES MUST FILL THIS FORM)

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	VALUE (NOTE 5)	POSITION (NOTE 6)	HELD	CONTACT PERSON & POSITION (NOTE 7)	CONTACT No.

DRT: DRT 02/07/2025

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON & POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to the bidder on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported, and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY BIDDERER:

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS (Commissioner's stamp)

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Notes to Bidder and compiler:

1. Select from the list of positions in the table below the proposed position that the candidate will hold in the bidder's route determination team. The same candidate may be proposed for more than 1 position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate forms for each position must be completed.
2. Use abbreviations and acronyms in Table but clarify in comments what they stand for.
3. Project type – select from the list in the table below. If the list, in the opinion of the bidder, does not contain an appropriate match of the project being registered then select what is closest to it in the selection list and in the comment space provided clarify what its relevance is to the project quoted for.
4. Year started – Planning phase: for the relevant experience during the planning phase, state the month and year of start and end (or current date if position is still occupied) of involvement in transportation planning project.
- Design phase: for the relevant experience during the design phase, state the month and year of start and end (or current date if position is still occupied) of involvement in design.
5. Value means the completed value of the works including all extra works, (including claims) contract price adjustment and VAT.
6. Select from the list in the table below the position held by the candidate.
If, in the opinion of the bidder, there is no equivalent position, select what is closest to it in the selection list and, in the comment space provided clarify in what aspects it differs.
7. Give the name, position held and contact number of the responsible person acting for the listed client and who will be able to vouch for the accuracy of the information provided.

Positions (Notes 1 and 6)

Transportation Engineer
Geometric Engineer
Environmental Scientist

Abbreviation Project Type (Note3)

TE	Development, strengthening – geotechnical
GE	Development, new geotechnical
ES	Development, new-road design
	Development, new-rehab
	Development, new route
	Development, new-grade separation
	Environmental Screening, Scoping, Impact Studies

Abbreviation

DSG
DNG
DNRD
DNRo
DNRehab
DNGs
ESSIS

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD (COMPLETE ONLY IF KEY PERSONNEL HAS CHANGED)

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACNASP (Note 3)
Level of registration		
Registration number		
Date of registration		

Highest Engineering qualification	Institution	Date graduated
Initial relevant Tertiary Qualification	Institution	Date graduated

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported, and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY BIDDER:

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

Notes to bidder and candidate:

- 1) Select from the list of positions in the table below the proposed position that the candidate will hold in the bidders design or construction team. The same candidate may be proposed for more than 1 position simultaneously, in which case it is advisable to complete different forms for each position to demonstrate the candidate's training in the engineering field
- 2) Select from the list of company positions in the table below the actual position that the candidate occupies in the bidder's organisational structure.
- 3) Each candidate must provide the relevant level of registration (e.g. Fellow, associate, candidate, professional etc) registration number and registration date for each of the listed professional bodies. If different from those in the pro-forma then the candidate must list the equivalent body with which he/she is registered and in the space provided for comments give a brief explanation of that body. ECSA = Engineering Council of South Africa
SACNASP = South African Council for Natural Scientific Professions
- 4) Select from the list of course types given in the table below. If, in the opinion of the candidate, there is no equivalent course type select what is closest to it in the selection list ' and explain in the space made available.
- 5) Select from the list of host institutions given in the table below. If, in the opinion of the candidate, there is no equivalent host institution select what is closest to it in the selection list and in the space provided explain differences from those in the selection list.
- 6) Select from the list of participative levels given in the table below. If, in the opinion of the candidate, there is no equivalent participation activity, select what is closest to it in the selection list ' and in the space made available explain differences from the selection list. 7) Only enter courses attended within the last five years. Give month and year of the course. 8) Select from the list of Study Fields

Position Proposed (Note 1)	Abbreviation	Position in company (Note 2)	Course Type (Note 4)	Host Institutions (Note 5)	Participative Levels (Note 6)	Field of Study (Note 8)
Transportation Engineer	TE	Director (with executive powers)	Conference	Academia	Presenter	Technical
Geometric Engineer	GE	Director (without executive powers)	Seminar	Registered training	Delegate	CHS – Any Occupational Health and Safety Act 85 of 1993 courses and associated Regulations for General, Health, Mechanical and Electrical courses
Environmental Scientist	ES	Associate (with shares)	Study Course	Institution	Attendant	Management
		Associate (without shares)	Workshop	Industry	Lecturer	
		Employee (engineer/technician)			Co-ordinator	
		Contracted engineer/technician			Author	
					Student	

DRT: DRT 02/07/2025

APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS

FORM B5: PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)

The bidder shall attach a preliminary programme reflecting the proposed sequences and duration of execution of the various activities.

Note to bidder: Limit this to five pages.

SECTION I

Part C1: Agreements & Contract Data

Table of Contents

	<u>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	Error! Bookmark not defined.
	<u>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</u>	Error! Bookmark not defined.
<u>17.</u>	<u>BIDDER MUST INITIAL EACH AND EVERY PAGE OF THE BID DOCUMENT.</u>	ERROR!
	BOOKMARK NOT DEFINED.	
<u>SBD 3.1</u>	ERROR! BOOKMARK NOT DEFINED.	
<u>SBD 4</u>	ERROR! BOOKMARK NOT DEFINED.	
<u>SECTION G</u>	ERROR! BOOKMARK NOT DEFINED.	
<u>80/20</u>	<u>OR 90/10</u>	ERROR! BOOKMARK NOT DEFINED.
<u>80/20</u>	<u>OR 90/10</u>	ERROR! BOOKMARK NOT DEFINED.
	FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	9
	FORM A7: CERTIFICATE OF INSURANCE COVER	10
	FORM A10: SCHEDULE OF CURRENT COMMITMENTS	11
	FORM A11: POSSIBLE COMMITMENTS OF CORE PERSONNEL	12
	FORM A12: CONFIRMATION OF THE REQUIRED SKILL SET (KEY PERSONNEL) FOR THIS PROJECT	13
	FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD (COMPLETE ONLY IF KEY PERSONNEL HAS CHANGED)	17
	FORM B5: PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	1
	<u>C1.1.2. FORM OF ACCEPTANCE</u>	Error! Bookmark not defined.
<u>C1.1.3.</u>	<u>APPENDIX TO FORM OF ACCEPTANCE</u> ...	Error! Bookmark not defined.
	<u>C1.2.1 CONDITIONS OF CONTRACT</u>	6
<u>1.</u>	<u>DEFINITIONS</u>	6
<u>2.</u>	<u>INTERPRETATION</u>	8
<u>3.</u>	<u>GENERAL</u>	8
<u>3.1</u>	<u>Governing laws</u>	8
<u>3.3</u>	<u>Language</u>	8
<u>3.4</u>	<u>Notices</u>	8
<u>3.5</u>	<u>Location</u>	8
<u>3.6</u>	<u>Publicity and publication</u>	9
<u>3.7</u>	<u>Confidentiality</u>	9
<u>3.8</u>	<u>Variations</u>	9
<u>3.9</u>	<u>Sole agreement</u>	9
<u>3.10</u>	<u>Indemnification</u>	9
<u>3.11</u>	<u>Penalty</u>	9
<u>3.12</u>	<u>Equipment and materials furnished by the Employer</u>	10
<u>3.13</u>	<u>Illegal and impossible requirements</u>	10
<u>3.14</u>	<u>Programme</u>	10

<u>3.15</u>	<u>Severability</u>	10
<u>3.16</u>	<u>Waiver</u>	10
<u>4.</u>	<u>EMPLOYER'S OBLIGATIONS</u>	10
<u>4.1</u>	<u>Information</u>	10
<u>4.2</u>	<u>Decisions</u>	11
<u>4.3</u>	<u>Assistance</u>	11
<u>4.4</u>	<u>Services of Others</u>	11
<u>4.5</u>	<u>Notice of change by Employer</u>	11
<u>4.6</u>	<u>Issue of instructions</u>	11
<u>4.7</u>	<u>Payment of Service Provider</u>	11
<u>5.</u>	<u>SERVICE PROVIDER'S OBLIGATIONS</u>	12
<u>5.1</u>	<u>General</u>	12
<u>5.2</u>	<u>Exercise of authority</u>	12
<u>5.3</u>	<u>Designated representative</u>	12
<u>5.4</u>	<u>Insurances to be taken out by the Service Provider</u>	12
<u>5.5</u>	<u>Service Provider's actions requiring Employer's prior approval</u>	13
<u>5.7</u>	<u>Notice of change by Service Provider</u>	13
<u>5.8</u>	<u>Safeguarding the Employer's data</u>	13
<u>5.9</u>	<u>Performance Security</u>	13
<u>6.</u>	<u>CONFLICTS OF INTEREST, CORRUPTION AND FRAUD</u>	13
<u>6.1</u>	<u>Service Provider not to benefit from commissions, discounts, etc.</u>	13
<u>6.2</u>	<u>Royalties and the like</u>	14
<u>6.3</u>	<u>Independence</u>	14
<u>6.4</u>	<u>Corruption and Fraud</u>	14
<u>7.</u>	<u>SERVICE PROVIDER'S PERSONNEL</u>	15
<u>7.1</u>	<u>Provision of Personnel</u>	15
<u>7.2</u>	<u>Staff and equipment</u>	15
<u>7.3</u>	<u>Working hours, overtime and leave</u>	15
<u>8.</u>	<u>COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT</u>	16
<u>8.1</u>	<u>Commencement</u>	16
<u>8.2</u>	<u>Completion</u>	16
<u>8.3</u>	<u>Force Majeure</u>	16
<u>8.4</u>	<u>Termination</u>	17
<u>8.5</u>	<u>Suspension</u>	18
<u>8.6</u>	<u>Rights and liabilities of the Parties</u>	18
<u>9.</u>	<u>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</u>	18
<u>10.</u>	<u>SUCCESSION AND ASSIGNMENT</u>	18

<u>11.</u>	<u>SUB-CONSULTING</u>	19
<u>12.</u>	<u>RESOLUTION OF DISPUTES</u>	19
<u>12.1</u>	<u>Settlement</u>	19
<u>12.2</u>	<u>Mediation</u>	20
<u>12.3</u>	<u>Adjudication</u>	20
<u>12.4</u>	<u>Arbitration</u>	20
<u>13.</u>	<u>LIABILITY</u>	21
<u>13.1</u>	<u>Liability of the Service Provider</u>	21
<u>13.2</u>	<u>Liability of the Employer</u>	21
<u>13.3</u>	<u>Compensation</u>	21
<u>13.4</u>	<u>Duration of Liability</u>	21
<u>13.5</u>	<u>Limit of Compensation</u>	21
<u>13.6</u>	<u>Indemnity by the Employer</u>	22
<u>13.7</u>	<u>Exceptions</u>	22
<u>14.</u>	<u>REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER</u>	22
<u>C1.1.4</u>	<u>FORM OF BANKING DETAILS</u>	24
<u>C1.2.2</u>	<u>CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER</u>	25
<u>C1.2.3</u>	<u>CONTRACT DATA: INFORMATION PROVIDED BY THE BIDDER</u>	28

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to Bidder:

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

CONDITIONS OF CONTRACT

1. DEFINITIONS

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

Agent

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

Construction monitoring/supervision

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

Contract

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

Contract Data

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

Contract Price

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

Day

A calendar day.

Defect

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

Deliverable

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

Engineer

The natural or juristic person, partnership, Incorporated Company, Propriety Limited

Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

Employer

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

Force Majeure

“For the purpose of this Contract the expression ‘Force Majeure’ shall mean an event or circumstance described in clause 8.3.1.

Key Persons

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

Others

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

Parties

The Employer and the Service Provider.

Period of Performance

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

Personnel

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

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

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

Project

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

Scope of Work

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

Service Provider

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

Services

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

Subcontractor

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

Technical Proposal

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

Works or Works Contract

That project or part of a project that the employer wishes to have delivered and for which

the service provider has been appointed for the performance of the services specified in this contract.

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing laws

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

3.2 Change in legislation

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

3.3 Language

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

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

3.4 Notices

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

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

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

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentiality

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws*.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, *prior to the change being implemented.*

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole agreement

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

3.10 Indemnification

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

3.11 Penalty

3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

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

3.12 Equipment and materials furnished by the Employer

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

3.13 Illegal and impossible requirements

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

3.14 Programme

- 3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
 - c) other information as required in terms of the Scope of Work or Contract Data.
- 3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

3.15 Severability

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

3.16 Waiver

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

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

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

4.2 Decisions

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

4.3 Assistance

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

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

4.4 Services of Others

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

4.5 Notice of change by Employer

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

5.2 Exercise of authority

- 5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the service Provider shall do so in accordance with the provisions of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001). and shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

the Employer and maintained in force.

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

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

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

5.7 Notice of change by Service Provider

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

5.8 Safeguarding the Employer's data

5.8.1 The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.

5.8.3 In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:

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

5.9 Performance Security

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

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

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

6.1 Service Provider not to benefit from commissions, discounts, etc.

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

6.2 Royalties and the like

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

6.3 Independence

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

6.4 Corruption and Fraud

6.4.1 The Service Provider shall neither:

- (a) Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor
- (b) Enter into this contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.

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

- iv. summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;
- v. withhold all payments due;
- vi. terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.

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

- (a) summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;
- (b) withholds all payments due
- (c) terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is

unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer.

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

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

7.2 Staff and equipment

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.3 Working hours, overtime and leave

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

8. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT

8.1 Commencement

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

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

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

8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.

8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

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

- (e) which is beyond party's control,*
- (f) which such a party could not reasonably have provided against before entering into the Contract,*
- (g) which, having arisen, such Party could not reasonably have avoided or overcome, and*
- (h) which is not substantially attributable to the other Party*

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;

- (v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (vi) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- (vii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- (viii) riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

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

8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered

to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*

- 8.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.
- 8.3.6 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.
- 8.3.7 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

8.4 Termination

- 8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.9 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:
- (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (b) if the Service Provider becomes insolvent or bankrupt; or
 - (c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
 - (d) *commission of an offence in terms of clauses 6.1 and 6.4.*

Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (14) days after the date of termination submit an account for the

Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.

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

- 8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination*.
 - (b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- 8.4.6 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.
- 8.4.7 *Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.*

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

- 10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.9 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

11. SUB-CONSULTING

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other,

declared that such negotiations have failed.

- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

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

12.3 Adjudication

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

12.4 Arbitration

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

at the date of the contract, published by the Association or Arbitrators.

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

13. LIABILITY

13.1 Liability of the Service Provider

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

13.2 Liability of the Employer

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

13.3 Compensation

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

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

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1939 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made

within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

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

established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

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

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

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

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

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

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

- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

Notes to Bidder

- 1. The Employer applies an Electronic Funds Transfer system for all payments.
- 2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
- 3. If you are not registered as a vendor with the Employer, you are required to supply:
 - an original cancelled cheque bearing your company name and account number; or
 - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 3.4 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

Dear Sir

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of **(Note to Compiler: insert name of successful Bidder)** and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account
Name:
Bank:.....
Branch
Name:
Branch
Code:
Account
Number:.....

Yours sincerely
.....
Authorised Signatory for **(Note to Compiler: Insert name of successful Bidder)**

DATE: _____

C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER

Clause No	Contract Data
1	<p>The Employer is Department of Roads and Transport</p> <p>The Employer's physical business address is:</p> <p>45 Commissioner Street 27th Floor Johannesburg,</p> <p>The authorised and designated representative of the Employer is:</p> <p>Director: SCM</p> <p>Telephone: (011) 355 9065</p> <p>Office : 25th Floor 45 Commissioner Street, Johannesburg</p>
3.4	<p>The address for receipt of communications is:</p> <p>Name: Director: Design</p> <p>Telephone: (011) 355 7236</p> <p>Address: 27th Floor 45 Commissioner Street, Johannesburg</p>
3.5	<p>APPOINTMENT OF THREE (3) MULTI-DISCIPLINARY ENTITIES TO PROVIDE PROFESSIONAL SERVICES TO THE GAUTENG DEPARTMENT OF ROADS AND TRANSPORT ON AN AS-AND-WHEN-REQUIRED BASIS AS A PROGRAMME MANAGEMENT UNIT (PMU) FOR A PERIOD OF THREE (3) YEARS</p>
3.6	<p>The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.</p>
3.11.1	<p>The penalty payable is subject to a maximum amount of R45000. Penalties for failure to meet the submission dates shall be R2000 for every 7 days by which submission is late, applied to each Stage separately.</p>
3.11.2	<p>If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:</p> <ul style="list-style-type: none">a) terminate the Contractb) complete the Services at the Service Provider's cost.
3.12	<p>The programme shall be submitted within 14 days of the award of the Contract.</p> <p>The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.</p> <p>The Service Provider is required to provide the following insurances:</p> <ul style="list-style-type: none">1. Insurance against Professional indemnity Cover is: R 5 million Period of cover: Structures – 25 years: all other instances – 10 years2. Insurance against general public liability Cover is: R 10 million Period of cover: Structures – 25 years: all other instances – 10 years

3. Third Party Liability
Cover is: R 5 million
Period of cover: Duration of contract only.

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Appointing Key Personnel not listed by name in the Contract Data.
2. Appointing sub-contractors for the performance of any part of the Service.
3. Expending any Provisional Sum in the Contract.
4. Authorising any work under a Variation Order for the Contract.
5. Over-expenditure on the Works Contract.
6. Changing the scope of work for the Contract.
7. Acceptance of sub-standard work under the Contract.
8. All aspects requiring the Employers approval in terms of the Employer's Code of Procedure for Road Design, Road Design Manual, Construction and Maintenance.
9. Making statements to the media regarding the project.

7.2 The Key Persons required for this project are:

Program Leader / Project Manager
Architect
Contracts Manager
Quantity Surveyor
Civil Engineer
Structural Engineer
Transportation Engineer
Traffic Engineer
Geotechnical Engineer
Electrical Engineer
Mechanical Engineer
Legal Partitional / Admitted Attorney
GIS Specialist / Land Surveyor
Procurement Specialist / Manager
Public Finance Specialist
PPP Specialist
Town Planner
Occupational Health and Safety Agent/Manager
Environmental Practitioner

7.3 The working hours and holiday for site staff are:

- Site working hours
- Annual leave shall be taken during the recognized construction industry shutdown period.

8.1 The Contract shall come into effect on the date that it is signed by both Parties. The Service Provider shall commence the performance of the Services on the date that it is signed by both Parties.

8.2 Contract Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the accepted programme of works.

The contractual agreements regarding site monitoring and contract administration will be determine at the commencement of the construction phase of the project.

9.1 Copyright of documents prepared for the Project shall be vested with the Employer.

12. Resolution of Disputes

Interim settlement of disputes is to be by mediation.

Final settlement is by litigation.

In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.

- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.
- 13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to a maximum amount of R13 million
- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R 60 000.00 (excluding VAT). Such retention monies shall be released by the Employer as follows:
- 60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.
 - 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.
- 14.7 Contract Price Adjustment: refer to pricing instructions in Clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders.

C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE BIDDER

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The **postal address** for receipt of communications is:

Telephone:

Facsimile:

Address:

Key Persons	Name
Program Leader / Project Manager	
Architect	
Contracts Manager	
Quantity Surveyor	
Civil Engineer	
Structural Engineer	
Transportation Engineer	
Traffic Engineer	
Geotechnical Engineer	
Electrical Engineer	
Mechanical Engineer	
Legal Partitional / Admitted Attorney	
GIS Specialist / Land Surveyor	
Procurement Specialist / Manager	

Key Persons	Name
Public Finance Specialist	
PPP Specialist	
Town Planner	
Occupational Health and Safety Agent/Manager	
Environmental Practitioner	

**SECTION J
SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

1. Supplier must be registered on CSD to be awarded.
2. Supplier must deliver as per the specification provided.
3. Should bidders not quote for all items, they will be considered as being non-responsive.
4. The Department reserves the right not to award to the lowest bidder.
5. The Department will conduct a detailed risk assessment prior to the award.