



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4476
Fax: 086-646-0185

TENDER No: PWR 107/22

FOR

APPOINTMENT OF A SERVICE PROVIDER EXPERIENCED IN PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT TO PROVIDE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT (PPPM) SERVICES FOR THE NORTH WEST DEPARTMENT PUBLIC WORKS AND ROADS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TENDER DOCUMENT

March 2022

Issued by:
Deputy Director General Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-1483 Fax: 086-646-0185

NAME OF TENDERER:

ADDRESS:

PHONE:

FAX:



public works & roads

Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

ModiriMolema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

Tel.: +27 (18) 388 4481

SUPPLY CHAIN MANAGEMENT

INVITATION TO BID

BID NO PWR 107/22: Appointment of a Service Provider experienced in Project, Programme and Portfolio Management to provide Project, Programme and Portfolio Management (PPPM) Services for the north west Department Public Works and Roads for a period of thirty-six (36) months

The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. Kindly receive attached the following documents:

- 1.1. SBD 1 - Invitation to bid form
- 1.2. SBD 4 - Declaration of interest
- 1.3. General Conditions of Contract (GCC)

2. All the documents accompanying this invitation must be completed

3. Duly completed and signed original bid documents should be sealed in an envelope marked:

Bid No : PWR 107/22

Bid Description : Appointment of a Service Provider experienced in Project, Programme and Portfolio Management to provide Project, Programme and Portfolio Management (PPPM) Services for the north west Department Public Works and Roads for a period of thirty-six (36) months

Closing Date : 11th October 2023

Closing Time : 11h00am

No telegraphic or facsimile bids will be considered.

To obtain Bid Document, Prospective Consultants are encouraged to visit the DPWR Offices and pay a non – refundable fee of R100.00 or download the Document at www.etenders.gov.za

Bid Documents downloaded from E Portal website are free

Contact Person : Mr. M. Sepotokele Tel (018) 388 4199

There will be a Compulsory briefing meeting on 27th September 2023 at Embassy Hall in Mahikeng at 10H00

4. BID REQUIREMENTS

- 4.1 Late Bid will not be considered. Please note that the bids are late if they are received at the address given in the bid document after the bid closing date and time.



- 4.2 All bidding Vendors must be registered on CSD (Central Supplier Database)
- 4.3 All bidding Vendors must have a valid bank account.
- 4.4 No Tippex or pencil to be used on the bid document.
- 4.5 All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorized official.
- 4.6 Bid document must be filled with black ball pen

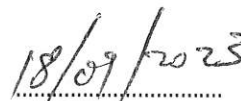
5. COMPULSORY DOCUMENTATION TO BE ATTACHED

- 5.1 Original completed and signed applicable Bid Documents
- 5.2 Company Registration Certificate Certified copies.
- 5.3 Original certified ID copies of Company Directors.
- 5.4 Tax clearance certificate / Tax compliance certificate and Pin.
- 5.5 CSD Report (Central Suppliers Database)
- 5.6 Letter of Good Standing from the Bank or Bank rating certificate with original stamp (attach valid bank letter)

7. EVALUATION CRITERIA AND PROCESSES TO BE USED

- 7.1 The evaluation process will entail the following phases
 - Phase 1 – Evaluation on legal Requirements
 - Phase 2 – Evaluation on Technical Requirements


.....
MR. M. J. MOIPOLAI
DIRECTOR - SUPPLY CHAIN MANAGEMENT


.....
DATE





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PART T1: TENDERING PROCEDURES



T1.1.1 TENDER NOTICE:

YOU ARE HEREBY INVITED TO TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER EXPERIENCED IN PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT TO PROVIDE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT (PPPM) SERVICES FOR THE NORTH WEST DEPARTMENT PUBLIC WORKS AND ROADS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

TENDER NUMBER:	PWR 107/22
CLOSING DATE:	11 October 2023
CLOSING TIME:	11:00
BRIEFING SESSION:	COMPULSORY
BRIEFING SESSION VENUE:	EMBASSY HALL IN MAHIKENG
BRIEFING SESSION TIME:	10h00
BRIEFING SESSION DATE:	27 September 2023
DESCRIPTION:	THE ESTABLISHMENT OF A PANEL FOR THE APPOINTMENT OF A SERVICE PROVIDER EXPERIENCED IN PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT TO PROVIDE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT (PPPM) SERVICES FOR THE NORTH WEST DEPARTMENT PUBLIC WORKS AND ROADS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
TENDER SUBMISSION REQUIREMENTS:	X1 ENVELOPE SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT: THE DEPARTMENT OF PUBLIC WORKS AND ROADS, NGAKA MODIRI MOLEMA ROAD, OLD PARLIAMENT COMPLEX, MMABATHO – GATE HOUSE



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T1.1.2 INVITATION TO TENDER

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND ROADS					
BID NUMBER:	PWR 107/22	CLOSING DATE:	11 OCTOBER 2023	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER EXPERIENCED IN PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT TO PROVIDE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT (PPPM) SERVICES FOR THE NORTH WEST DEPARTMENT PUBLIC WORKS AND ROADS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GATEHOUSE OLD PARLIAMENT BUILDING MMABATHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. JOHANNA HART		CONTACT PERSON	MR. SIFISO DIKO	
TELEPHONE NUMBER	018 388 4476		TELEPHONE NUMBER	018 388 1498	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jhart@nwpg.gov.za		E-MAIL ADDRESS	sdiko@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	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
PREFERENCE POINTS WILL BE AWARDED IN LINE WITH THE DEPARTMENTAL SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<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

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



T1.1.3 CONDITIONS FOR TENDER SUBMISSION

1 Proprietary Information

- 1.1 The NWDPWR considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to NWDPWR. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of NWDPWR.

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: jhart@nwpg.gov.za and sdiko@nwpg.gov.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the: **09 OCTOBER 2023.**
- 2.3 ***Tenderers may not contact any other NWDPWR employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the Tender from the time when Tender is advertised to the time the Tender is awarded. Any effort by a Tenderer to influence Tender evaluation, Tender comparisons, or Tender award decisions in any manner, may result in rejection of the Tender concerned.***
- 2.4 All the documentation submitted in response to this tender must be in **English**.
- 2.5 The Tenderer should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NWDPWR regarding anything arising from the fact that pages are missing or duplicated.

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Submission of Tenders

Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, TENDER REF NUMBER: PWR 107/22). The sealed envelopes must be placed in the tender box at North West Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Complex, Mmabatho (Gate House)

- 4.1 By no later than **11h00 on 11 October 2023**
- 4.2 The closing date, service provider name and the return address must also be endorsed on the envelope. If a courier service provider is being used for delivery of the Tender document, the Tender description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the TENDER BOX.



- 4.3 No Tender received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the Tender closing, such a Tender document will be regarded as a late Tender. Late Tenders will not be considered.
- 4.4 Amended Tenders may be sent, together with the original Tender, in an envelope marked "Amendment to Tender" and should be placed in the Tender box before the closing date and time. An amendment Tenders without TOTAL TENDER PRICE - **N/A** original Tender document will not be considered.
- 4.5 The Tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the Tender document.
- 4.6 Kindly note that NWDPWR is entitled to amend any Tender conditions, validity period, specifications, or extend the closing date of Tenders before the closing date. All Tenderers, to whom the Tender documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 NWDPWR reserves the right to request clarity on the Tender that are priced way below market value and conclude whether the Tender is responsive or non-responsive. The following will provide the guide how the NWDPWR will treat the response: "in with the National Treasury Circular dated 10 May 2005 it is indicated that "tenders are acceptable if the Tenderer has the necessary capacity and ability to execute the contract". Furthermore, CIDB Inform Practice Note #5 on evaluating tender offers states that the "tender is acceptable if the tenders can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract".
- 4.7.1 On the basis of the above the Tenderer will be required to provide clarity with justifiable reasons why they have quoted prices below acceptable market prices, such as bulk buying discounts, relationship with its manufactures/ suppliers, required material available from the previous project or has a material warehouse, willing to forfeit profit on this project with the aim to grow the business presence/brand etc.
- 4.7.2 NWDPWR will during the evaluation process engage the relevant Tenderer(s) in writing requesting confirmation of the accuracy and correctness of the Tender price offered and whether the service provider will be able to provide the required scope of work in line with the technical specification (in terms of quantities, quality, and timeframe) to be submitted to the entity within a reasonable timeframe. However, this process must not allow a Tenderer to amend the initial prices but just to confirm the initial price offered. The written response from the service provider should be assessed and if the service provider in its response concedes that the Tender price omitted certain pricing elements or provided incorrect pricing/ rates, then the Tender maybe disqualified on the basis of non- responsiveness to the tender requirements. If the service provider confirms the price offer as accurate and correct, then the entity may continue evaluating the Tenders and if the relevant Tenderer is the recommended Tenderer, may consider mitigating the potential risks by addressing these (under performance, penalties, quality assurance, contract management and monitoring, contract variations) during the contracting stage.



- 4.8 NWDPWR also reserves the right to award this Tender to a purely empowerment service provider or may award this Tender on conditions that a joint venture with an empowerment service provider is formed.
- 4.9 NWDPWR also reserves the right to award this Tender as a whole or in part without furnishing reasons.
- 4.10 NWDPWR reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this Tender documents.
- 4.11 An incomplete price list shall render the Tender non-responsive.
- 4.12 NWDPWR reserves the right to review the pricing/financial proposal submitted by the Tenderer and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate with the preferred Tenderer or any Tenderer as per the recommendation of the DBAC. The process for negotiation will be governed by the NWDPWR internal SCM processes as approved and in line with Preferential Procurement Regulation of 2022.
- 4.13 NB: All reference to NWDPWR on this Tender document includes its subsidiaries who are affected by the deliverable of this Tender document.
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be Tendering to the Tenderer whether they are returned and submitted with the Tender response or not and will remain Tendering to the Tenderer whether initialed or not.
- 4.15 None of these Tender conditions are to be changed by the Tenderer unless agreed in writing and approved by NWDPWR.

IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE TENDER EVALUATION COMMITTEE WILL DISQUALIFY THE TENDER

- 1. Tender Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
- 2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.

Tender documents must be secured together preferably bound or contained in a lever arch file. The North West Department of Public Works and Roads shall not be liable for any loss of documents as a result of not being properly secured upon submission.



T1.2 TENDER DATA

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015.</p> <p>The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Department of Public Works and Roads, North West Provincial Government.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable Schedules</p> <p>Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>Part C2: Pricing data C2.1 Pricing Instructions C2.2 Activity Schedule / Bill of Quantities</p> <p>Part 3: Scope of work C3 Scope of work</p>
F.1.4	<p>The employer's representative is:</p> <p>Name: Mr. Sifiso Diko</p> <p>Address: Department of Public Works and Roads Private Bag X2080 Mmabatho 2735</p> <p>Tel: 018-388-1483 Fax: 086-646-0185</p> <p>E-mail: sdiko@nwpg.gov.za</p>



Clause number																												
F.2.1	<p>Only those tenderers who score a minimum score of 70 points in respect of the following quality criteria are eligible to submit tenders</p> <table><tr><th>Description of quality criteria and Sub-criteria</th><th>Maximum number of tender weight evaluation points</th></tr><tr><td>Approach and Methodology</td><td>40</td></tr><tr><td>Service Provider Experience</td><td>20</td></tr><tr><td>Personnel Capacity (Competence of Key Staff)</td><td>40</td></tr><tr><td>Total Evaluation Points for quality (W_Q)</td><td>100</td></tr></table> <p>Values: 1 = Poor 2 = Fair 3 = Good 4 = Very Good 5 = Excellent</p> <table><tr><th colspan="3">1.0 Approach and Methodology (40 max Weight)</th></tr><tr><th>Description</th><th>Value</th><th>Weight</th></tr><tr><td>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the contract project outcomes and quality of the output.</td><td>5</td><td rowspan="5">40</td></tr><tr><td>In addition to being responsive, the proposal anticipates risks that are pertinent to the investigations process and proffers plausible measures to mitigate or arrest the risks that could thwart delivery on the project objectives.</td><td>4</td></tr><tr><td>The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical.</td><td>3</td></tr><tr><td>The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality is too generic.</td><td>2</td></tr><tr><td>The approach and/or methodology are poor / is unlikely to satisfy project objectives and requirements. Certain aspects of the Scope of Work have been misunderstood and do not deal with the criteria aspects of the project.</td><td>1</td></tr></table>	Description of quality criteria and Sub-criteria	Maximum number of tender weight evaluation points	Approach and Methodology	40	Service Provider Experience	20	Personnel Capacity (Competence of Key Staff)	40	Total Evaluation Points for quality (W _Q)	100	1.0 Approach and Methodology (40 max Weight)			Description	Value	Weight	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the contract project outcomes and quality of the output.	5	40	In addition to being responsive, the proposal anticipates risks that are pertinent to the investigations process and proffers plausible measures to mitigate or arrest the risks that could thwart delivery on the project objectives.	4	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical.	3	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality is too generic.	2	The approach and/or methodology are poor / is unlikely to satisfy project objectives and requirements. Certain aspects of the Scope of Work have been misunderstood and do not deal with the criteria aspects of the project.	1
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Clause number	Values: 1 = Poor 2 = Fair 3 = Good 4 = Very Good 5 = Excellent																																																																	
	<table><tr><th colspan="4">2.0 SERVICE PROVIDER EXPERIENCE (20 max Weight)</th></tr><tr><th colspan="2">Description</th><th>Value</th><th>Weight</th></tr><tr><td colspan="2">5 or more similar projects above R50m each</td><td>5</td><td rowspan="5">20</td></tr><tr><td colspan="2">4 similar projects above R50m each</td><td>4</td></tr><tr><td colspan="2">3 similar projects above R50m each</td><td>3</td></tr><tr><td colspan="2">2 similar project above R50m each</td><td>2</td></tr><tr><td colspan="2">1 similar project above R50m each</td><td>1</td></tr></table>				2.0 SERVICE PROVIDER EXPERIENCE (20 max Weight)				Description		Value	Weight	5 or more similar projects above R50m each		5	20	4 similar projects above R50m each		4	3 similar projects above R50m each		3	2 similar project above R50m each		2	1 similar project above R50m each		1																																						
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		NDip – Civil / Structural	3		
		Without educational level of competency required above	1		
	3.3.3	Experience (attach concise CVs)			0.5
		10 years and above	5		
		5-9 years	3		
		1-4 years	1		
	3.4	Dr Kenneth Kaunda District Project Managers - Category C		Qty	1
	Description			Value	Weight
	3.4.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)			1
		Pr Eng	5		
		Pr. Eng. Technologist	4		
		Pr. Eng. Technician	3		
		Without Pr Status required above	1		
	3.4.2	Educational Level (attach copy of Qualification Certificate)			1
		BEng Degree – Civil / Structural	5		
		BTech Eng – Civil / Structural	4		
		NDip – Civil / Structural	3		
		Without educational level of competency required above	1		
	3.4.3	Experience (attach concise CVs)			0.5
		10 years and above	5		
		5-9 years	3		
		1-4 years	1		
	3.5	Bojanala District Project Managers - Category C		Qty	1
	Description			Value	Weight
	3.5.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)			1
		Pr Eng	5		
		Pr. Eng. Technologist	4		



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			Pr. Eng. Technician	3
			Without Pr Status required above	1
		3.5.2	Educational Level (attach copy of Qualification Certificate)	
			BEng Degree – Civil / Structural	5
			BTech Eng – Civil / Structural	4
			NDip – Civil / Structural	3
			Without educational level of competency required above	1
		3.5.3	Experience (attach concise CVs)	
			10 years and above	5
			5-9 years	3
			1-4 years	1
				0.5
		3.6	Project Coordinator - Category C	Qty 1
		Description		Value Weight
		3.6.1	Pr Status (attach copy of SACPCMP – Pr. Registration Certificate)	
			Pr CPM	5
			Without Pr Status on CPM	1
		3.6.2	Educational Level (attach copy of Qualification Certificate)	
			BEng / BSc / BTech Degree – Civil / Structural / Elec / Mech / QS / Arch	5
			Without BEng / BSc / BTech Degree – Civil / Structural / Elec / Mech / QS / Arch	1
		3.6.3	Experience (attach concise CVs)	
			10 years and above	5
			5-9 years	3
			1-4 years	1
				0,5
		3.7	Project Financial Manager - Category C	Qty 1
		Description		Value Weight
		3.7.1	Pr Status (attach copy of SIACA Registration Certificate)	
			Pr Accountant	5
			No Pr Status for personnel is provided	1
		3.7.2	Educational Level (attach copy of Qualification Certificate)	
			BCom Degree Commerce	5
			No required level of educational competency	1
				1



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	3.7.3	Experience (attach concise CVs)		0.5
		10 years and above	5	
		5-9 years	3	
		1-4 years	1	
	3.8	Procurement Manager - Category D		Qty
				1
	Description		Value	Weight
	3.8.1	Educational Level (attach copy of Qualification Certificate)		2
		BCom Degree Commerce / Supply Chain Management / Logistics	5	
		BTech (Finance Stream)	3	
		No required level of educational competency	1	
	3.8.2	Experience (attach concise CVs)		0.5
		5 years and above	5	
		3-4 years	3	
		1-2 years	1	



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	3.9	Monitoring and Evaluation Manager - Category D	Qty	1
	Description		Value	Weight
	3.9.1	Educational Level (attach copy of Qualification Certificate)		2
		B Degree (Business Process Engineering)	5	
		BTech (Business Process Engineering)	3	
		Without educational level of competency required above	1	
	3.9.2	Experience (attach concise CVs)		0.5
		10 years and above	5	
		5-9 years	3	
		1-4 years	1	



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	3.10	Project Quantity Surveyor - Category C	Qty	1
	Description		Value	Weight
	3.10.1	Pr Status (attach copy of SACQSP - Pr. Registration Certificate)		1
		Pr Qs	5	
		Without Pr Status required above	1	
	3.10.2	Educational Level (attach copy of Qualification Certificate)		1
		B Degree – Quantity Surveyor	5	
		BTech – Quantity Surveyor	3	
		Without educational level of competency required above	1	
	3.10.3	Experience (attach concise CVs)		0.5
		10 years and above	5	
		5-9 years	3	
		1-4 years	1	
	3.11	Project Architect - Category C	Qty	1
	Description		Value	Weight
	3.11.1	Pr Status (attach copy of SACAP – Pr. Registration Certificate)		1
		Pr Arch	5	
		Pr. Arch. Senior Technologist	4	
		Pr. Arch. Technologist	3	
		Without Pr Status required above	1	
	3.11.2	Educational Level (attach copy of Qualification Certificate)		1
		M Degree – Architecture	5	
		B Degree – Architecture	4	
		B Tech - Architecture	3	
		Without educational level of competency required above	1	
	3.11.3	Experience (attach concise CVs)		0.5
		10 years and above	5	
		5-9 years	3	
		1-4 years	1	



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3.12	Project Electrical Engineer - Category C	Qty	1
Description		Value	Weight
3.12.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)		1
	Pr Eng	5	
	Pr. Eng. Technologist	4	
	Pr. Eng. Technician	3	
	Without Pr Status required above	1	
3.12.2	Educational Level (attach copy of Qualification Certificate)		1
	BEng Degree – Electrical Engineering	5	
	BTech Eng – Electrical Engineering	4	
	NDip – Electrical Engineering	3	
	Without educational level of competency required above	1	
3.12.3	Experience (attach concise CVs)		0.5
	10 years and above	5	
	5-9 years	3	
	1-4 years	1	

3.13	Project Mechanical Engineer - Category C	Qty	1
Description		Value	Weight
3.13.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)		1
	Pr Eng	5	
	Pr. Eng. Technologist	4	
	Pr. Eng. Technician	3	
	Without Pr Status required above	1	
3.13.2	Educational Level (attach copy of Qualification Certificate)		1
	BEng Degree – Mechanical Engineering	5	
	BTech Eng – Mechanical Engineering	4	
	NDip – Mechanical Engineering	3	
	Without educational level of competency required above	1	
3.13.3	Experience (attach concise CVs)		0.5



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		10 years and above	5	
		5-9 years	3	
		1-4 years	1	
	3.14	Project Structural Engineer - Category C	Qty	1
	Description		Value	Weight
	3.14.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)		1
		Pr Eng (Structural Engineering)	5	
		Pr. Eng. Technologist (Structural Engineering)	4	
		Pr. Eng. Technician (Structural Engineering)	3	
		Without Pr Status required above	1	
	3.14.2	Educational Level (attach copy of Qualification Certificate)		1
		BEng Degree – Civil / Structural	5	
		BTech Eng – Civil / Structural	4	
		NDip – Civil / Structural	3	
		Without educational level of competency required above	1	
	3.14.3	Experience (attach concise CVs)		0.5
		10 years and above	5	
		5-9 years	3	
		1-4 years	1	
	3.15	Project Geotechnical Engineer - Category C	Qty	1
	Description		Value	Weight
	3.15.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)		1
		Pr Eng (Geotechnical Engineering)	5	
		Pr. Eng. Technologist (Geotechnical Engineering)	4	
		Pr. Eng. Technician (Geotechnical Engineering)	3	
		Without Pr Status required above	1	
	3.15.2	Educational Level (attach copy of Qualification Certificate)		1



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			BEng Degree – Civil / Structural	5		
			BTech Eng – Civil / Structural	4		
			NDip - Civil / Structural	3		
			Without educational level of competency required above	1		
		3.15.3	Experience (attach concise CVs)			0.5
			10 years and above	5		
			5-9 years	3		
			1-4 years	1		
		3.16	Project Civil Engineer - Category C		Qty	1
		Description			Value	Weight
		3.16.1	Pr Status (attach copy of ECSA - Pr Registration Certificate)			1
	Pr Eng (Civil Engineering)		5			
	Pr. Eng. Technologist (Civil Engineering)		4			
	Pr. Eng. Technician (Civil Engineering)		3			
	Without Pr Status required above		1			
	3.16.2	Educational Level (attach copy of Qualification Certificate)			1	
		BEng Degree – Civil / Structural	5			
		BTech Eng – Civil / Structural	4			
		NDip – Civil / Structural	3			
		Without educational level of competency required above	1			
	3.16.3	Experience (attach concise CVs)			0.5	
		10 years and above	5			
		5-9 years	3			
1-4 years		1				
	Tenderers who attain a score of less than 70% of the points allocated will be declared automatically non-responsive .					
F.2.7	The arrangements for a compulsory/non-compulsory clarification meeting are:					



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	Location: EMBASSY HALL, MAHIKENG Date: 27 September 2023 Starting time: 10H00 am
F.2.12	'No alternative offers will be considered.'
F.2.13.1	Tenderers are obligated to offer all parts of the works, services or supply identified in the contract data:
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Gatehouse Old Parliament Building Mmabatho Physical address: Ngaka Modiri Molema Road, Department of Public Works, and Roads, Mmabatho, 2735
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 11h00 on 11 October 2023.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.23	The tenderer is required to submit with his tender: 1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;(As Per SBD1 requirements and Returnable Schedule)
F.3.4	The time and location for opening of the tender offers are: 11h00 on 11 October 2023.



Clause number	
	Location: Gatehouse, Old Parliament Building.
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4.</p> <p>The tender will be evaluated on quality only, no points will be allocated for price as there is no schedule for the tender price. The tenderer who scores the highest will be considered for appointment and negotiate price with the NWDPR.</p> <p>The score for quality is to be calculated using the following formula:</p> $W_Q = W_2 \times S_O / M_S$ <p>where <u>W₂ is the percentage score given to quality and equals 100 points</u> S_O is the score for quality allocated to the submission under consideration M_S is the maximum possible score for quality in respect of a submission</p> <p>The score for quality, before the addition of the score for specific goals of a maximum of 10 points, as follows:</p> $W_C = W_3 \times 1 + \left[\frac{W_Q - W_{Q(m)}}{W_{Q(m)}} \right]$ <p>Where:</p> $W_3 = 90 \text{ points}$ <p>W_Q is the sum of score for quality the submission under consideration W_{Q(m)} is sum of the score for quality of the submission scoring the highest number of points.</p> <p>For details of the scoring for the specific goals please refer to SBD6.1 in the returnable schedule.</p>
F.3.11	<p>The minimum number of prequalification points for quality is 60 points</p> <p>Tenderers who attain a score of less than 60 points of the points allocated will be declared non-responsive and will not be considered.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the employer is one copy.</p>



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PART T2: RETURNABLE SCHEDULES



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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A1-A17)
 - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorised signatory.

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE



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FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering service provider's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on Mr/Ms,
.....Whose signature
appears below, has been duly authorised to sign all documents in connection with the tender for
Appointment Of a Service provider Experienced In Project, Programme And Portfolio Management To
Provide Project, Programme And Portfolio Management (PPPM) Services For The North West
Department Public Works And Roads For A Period Of Thirty-Six (36) Months and any contract which may
arise therefrom on behalf of (*enter name of tenderer in block capitals*)
.....

SIGNED ON BEHALF OF THE SERVICE PROVIDER:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)



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FORM A2: SBD 4 COMPULSORY DECLARATION

SBD4

BIDDER'S DISCLOSURE

1. 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.

2. 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

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.

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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**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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.

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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.

- 3.6 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.



FORM A3: SBD 6.1 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 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**

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender shall be awarded for:

- (a) Quality – W_Q ; 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
QUALITY – W_Q	90
SPECIFIC GOALS	10
Total points for QUALITY – W_Q and SPECIFIC GOALS	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.



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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 QUALITY

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

The procedure for the evaluation of responsive tenders is Method 4.

The tender will be evaluated on quality only, no points will be allocated for price as there is no schedule for the tender price. The tenderer who scores the highest will be considered for appointment and negotiate price with the NWDPWR.

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_O / M_S$$

where **W₂ is the percentage score given to quality and equals 100 points**
S_O is the score for quality allocated to the submission under consideration
M_S is the maximum possible score for quality in respect of a submission

The score for quality, before the addition of the score for specific goals of a maximum of 10 points, as follows:



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$$W_C = W_3 \times 1 + \left[\frac{(W_Q - W_{Q(m)})}{W_{Q(m)}} \right]$$

Where:

$$W_3 = 90 \text{ points}$$

W_Q is the sum of score for quality the submission under consideration

$W_{Q(m)}$ is sum of the score for quality of the submission scoring the highest number of points.

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
 - (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.



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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.)

The 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 claimed (90/10 system) (To be completed by the tenderer)
HDI who had no franchise in the national elections prior 1994	3	
The promotion of enterprises owned by women	2	
The promotion of enterprises owned by people living with disability	1	
The promotion of enterprises located in a specific area, either – <ul style="list-style-type: none">Rural or Local Municipality within North-West Province. (attach proof of company address from the Traditional Authority or Local Municipality within North West Province)	2	
The promotion of enterprises owned by people who are youth.	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]



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- 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:

.....

.....

.....



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FORM A4: LETTER OF GOOD STANDING IN TERMS OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, OF 1993 (COIDA) OR FEDERATED EMPLOYER'S MUTUAL ASSURANCE (FEMA) INSURANCE

Note to tenderer:

1. The tenderer should ensure that they submit a **VALID COIDA** certificate that indicates that the tenderer is in good standing.
2. Alternatively, the tenderer should submit their Federated Employer's Mutual Assurance Insurance schedule that is **VALID**.



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FORM A5: SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNED ON BEHALF OF THE TENDERER:



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FORM A6: TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD 2

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF THE TENDERER:



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FORM A7: PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Note to tenderer:

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

Professional Indemnity Insurance, not to be less than R 10 million

SIGNED ON BEHALF OF THE TENDERER:



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FORM A8: CERTIFICATE OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) (www.saflii.org) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

Client	Other litigating party	Dispute	Award value	Date resolved

SIGNED ON BEHALF OF THE TENDERER:



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FORM A9: TENDERERS EXPERIENCE

Note to tenderer:

1. The experience of the tenderer, as opposed to the key staff members / experts, in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.
2. Tenderers should very briefly describe their experience in this regard and attach to this schedule, appointment letters, certificate of completion (where applicable), should provide contactable references. Please adhere to or complete the table provided below.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

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FORM 10: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page original certified copy of the directors / members trustee's identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

SIGNED ON BEHALF OF THE TENDERER:



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FORM A11: COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

- CK1: Founding Statement for a Close Corporation.
- CK2: Amended founding statement for a Close Corporation.
- CM1: Certificate of Incorporation for a service provider.
- CM2: Memorandum of Association for a service provider.
- CM9: Certificate of Change of name for a service provider.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER:



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FORM A12: PROOF OF NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER)

Tenderer to attach a copy of a **VALID** CSD report, not older than three (3) months, which indicates their compliance status with regards to their tax affairs and status of their registration and registration number.



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FORM A13: SCHEDULE OF PERSONNEL

The tenderer shall state below what project personnel will be available for this contract and what additional personnel will be employed for the work should he be awarded the contract.

As required more than a single individual should be proposed per position, based on the size of the project and the required personnel.

Any additional supporting documentation to substantiate the proposed personnel should be attached to this page. ***Please also ensure to attach CVs and certified qualifications and professional registration in order to claim points.***

Part A: Key Personnel

The following schedule must be completed for all persons who will be part of the project team. The senior persons will form part of the quality evaluation as described in the Tender Data. The tenderer will not be allowed to amend the team members presented in the schedule.

Description	Name	Qualification	Years' Experience	Professional Registration No. & Professional Registration category with the Relevant Professional Body
HEAD OFFICE				
Project Leader (Civil / Structural Engineer) (Cat. C)				
Coordinator (Project manager) (Cat. C)				
Project Finance Manager (Cat. C)				
Procurement Manager (Cat. D)				
Monitoring and Evaluation Manager (Cat. D)				
Project Quantity Surveyor (Cat. C)				
Project Architect (Cat. C)				
Project Electrical Engineer (Cat. C)				



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Description	Name	Qualification	Years' Experience	Professional Registration No. & Professional Registration category with the Relevant Professional Body
Project Mechanical Engineer (Cat. C)				
Project Structural Engineer (Cat. C)				
Project Geotechnical Engineer (Cat. C)				
Project Civil Engineer (Cat. C)				
Legal and Contractual Compliance Manager (Cat. C)				
OHS Agent (Cat. C)				
Project Environmental Agent (Category. C)				
Project Administrator				
NGAKA MODIRI MOLEMA DISTRICT OFFICE				
District Project Leader Manager (Cat. C)				
District Project Manager (Cat. D)				
District Project Manager (Cat. D)				
District Quantity Surveyor (Cat. D)				
District Environmental Manager (Cat. D)				
District OHS Manager (Cat. D)				
Social Facilitator (Cat. D)				
District Administrator				



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Description	Name	Qualification	Years' Experience	Professional Registration No. & Professional Registration category with the Relevant Professional Body
DR RUTH SEGOMOTSI MOMPATI DISTRICT OFFICE				
District Project Leader Manager (Cat. C)				
District Project Manager (Cat. D)				
District Project Manager (Cat. D)				
District Quantity Surveyor (Cat. D)				
District Environmental Manager (Cat. D)				
District OHS Manager (Cat. D)				
Social Facilitator (Cat. D)				
District Administrator				
DR KENNETH KAUNDA DISTRICT OFFICE				
District Project Leader Manager (Cat. C)				
District Project Manager (Cat. D)				
District Project Manager (Cat. D)				
District Quantity Surveyor (Cat. D)				
District Environmental Manager (Cat. D)				
District OHS Manager (Cat. D)				
Social Facilitator (Cat. D)				
District Administrator				



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Description	Name	Qualification	Years' Experience	Professional Registration No. & Professional Registration category with the Relevant Professional Body
BOJANALA DISTRICT OFFICE				
District Project Leader Manager (Cat. C)				
District Project Manager (Cat. D)				
District Project Manager (Cat. D)				
District Quantity Surveyor (Cat. D)				
District Environmental Manager (Cat. D)				
District OHS Manager (Cat. D)				
Social Facilitator (Cat. D)				
District Administrator				

Part B: CV's

A CV must be submitted for each team member listed in the above table. It should not be more than 2 pages and should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Membership of Professional bodies
- 4 Name of current employer and position in enterprise
- 5 Proposed role in the project and past experience in similar projects.
- 6 Overview of post graduate / diploma experience (year, organization and position)
- 7 Outline of recent assignments / experience that has a bearing on the scope of work



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The following are the Category Classifications:

- a) **Category A**, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
- b) **Category B**, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
- c) **Category C**, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.
- d) **Category D**, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience (more than 10 years post-graduate experience) performing work of an engineering nature with direction and control provided by any person contemplated in *categories A, B or C*.

Personnel Requirements

1. **Project Leader** – Category C – Registered professional Civil / Structural Engineer with more than 10 years post-graduate experience.
2. **Project Coordinator** – Category C – Professionally registered Construction Project Manager with a Civil / Structural Engineering qualification with more than 10 years post-graduate experience.
3. **Project Finance Manager** – Category C – Professionally registered Accountant with a BCom Degree with more than 10 years post-graduate experience.
4. **Procurement Manager** – Category D – Professionally registered Accountant with a BCom Degree Commerce / Supply Chain Management / Logistics with more than 10 years post-graduate experience.
5. **Monitoring and Evaluation Manager** – Category D – B Degree in Business Process Engineering with more than 10 years post-graduate experience.
6. **Project Quantity Surveyor** – Category C – Professionally registered Quantity Surveyor with a Bachelor's Degree in Quantity Surveying with more than 10 years post-graduate experience.
7. **Project Architect** – Category C – Professionally registered Architect with a Bachelor's Degree in Architecture with more than 10 years post-graduate experience.
8. **Project Electrical Engineer** – Category C – Professionally registered Electrical Engineer with a Bachelor's Degree in Electrical Engineering with more than 10 years post-graduate experience.
9. **Project Mechanical Engineer** – Category C – Professionally registered Mechanical Engineer with



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Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4476
Fax: 086-646-0185

- a bachelor's degree in Mechanical Engineering with more than 10 years post-graduate experience.
10. **Project Structural Engineer** – Category C – Professionally registered Structural Engineer with a bachelor's degree in Structural Engineering with more than 10 years post-graduate experience.
 11. **Project Geotechnical Engineer** – Category C – Professionally registered Geotechnical Engineer with a bachelor's degree in Geotechnical Engineering with more than 10 years post-graduate experience.
 12. **Project Civil Engineer** – Category C – Professionally registered Civil Engineer with a Bachelor's Degree in Civil Engineering with more than 10 years post-graduate experience.
 13. **Legal & Contractual Compliance Manager** – Category C – Professionally registered Attorney with bachelor's degree in Law and more than 10 years post-graduate experience.
 14. **Occupational Health & Safety Agent** – Category C – Professionally registered OHS Agent with a bachelor's degree in OHS with more than 10 years post-graduate experience.
 15. **Project Environmental Agent** – Category C – Professionally registered Environmental Agent with a relevant bachelor's degree in Environmental Management with more than 10 years post-graduate experience.
 16. **Project Administrator** – Category D – Administrator with more than 10 years post-graduate experience.
 17. **District Project Leader Manager** – Category C – Professionally registered Civil Engineer with a Bachelor's Degree in Civil Engineering with more than 10 years post-graduate experience.
 18. **District Project Manager** – Category D – Qualified Civil Engineer with a Bachelor's Degree in Civil Engineering with more than 10 years post-graduate experience.
 19. **District Project Manager** - Category D – Qualified Structural Engineer with a Bachelor's Degree in Civil Engineering with more than 10 years post-graduate experience.
 20. **District Quantity Surveyor** Category D – Qualified Quantity Surveyor with a Bachelor's Degree in Quantity Surveying with more than 10 years post-graduate experience.
 21. **District Environmental Manager** – Category D – Qualified Environmental manager with a relevant bachelor's degree in Environmental management with more than 10 years post-graduate experience.
 22. **District OHS Manager** – Category C – Professionally registered OHS manager with a relevant bachelor's degree with more than 10 years post-graduate experience.
 23. **Social Facilitator** – Category D – Social facilitator with more than 10 years' experience as a social facilitator with contactable references.
 24. **District Administrator** – Category D – Administrator with more than 10 years post-graduate experience.

SIGNED ON BEHALF OF THE TENDERER:



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FORM A15: APPROACH AND METHODOLOGY

Notes to tenderer:

1. Please refer to the Scope of Work to ensure that your approach and methodology is comprehensive.
2. Please include a comprehensive Organogram, which stipulates the roles and responsibilities of each member in the team.
3. Please include innovative approaches to the implementation of the programme.
4. Please also indicate the resources you would use to implement the programme.

Please note that points will be allocated according to the completeness of your approach on the above points.

SIGNED ON BEHALF OF THE TENDERER:



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FORM A16: NOTARISED JOINT VENTURE AGREEMENT (WHERE APPLICABLE)

Notes to tenderer:

1. In the case of joint venture being submitted, the submission should include a copy of the notarized Joint Venture Agreement, that is signed by both parties and witnessed as well.
2. In the case where there are more than one director for each company, a letter of authority, authorizing the signing director or representative to sign on behalf of the entities entering into the JV.

Failure to submit the above comprehensive will automatically disqualify the tender submission.

SIGNED ON BEHALF OF THE TENDERER:



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PART C1: AGREEMENT AND CONTRACT DATA



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C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

The Appointment Of A Service provider Experienced In Project, Programme And Portfolio Management To Provide Project, Programme And Portfolio Management (Pppm) Services For The North West Department Public Works And Roads For A Period Of Thirty-Six (36) Months.

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 contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

NOT APPLICABLE AT THIS STAGE, HOWEVER, THE SUCCESSFUL TENDERER WILL ENTER INTO A NEGOTIATION WITH THE NWDPWR TO FINALISE THE PROJECT VALUE.

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s): _____

Name(s): _____

Capacity: _____

For the tenderer

(Name and address of organization)



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Witness:

Name: _____

Signature: _____

Date: _____



ACCEPTANCE

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

The terms of the contract, are contained in:

1. Part C1 Agreements and contract data, (which includes this agreement)
2. Part C2 Pricing data
3. Part C3 Scope of work.
4. Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said 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 securities, 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s): _____

Name(s): _____

Capacity: _____



**FOR THE
Employer**

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) 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.

Witness:

Name: _____

Signature: _____

Date: _____

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject _____

Details _____

2 Subject _____

Details _____



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3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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



C1.2 CONTRACT DATA

The conditions applicable to this Contract are the **Standard Professional Services Contract** published by the CIDB. Third Edition of CIDB document 1014, July 2009.

PART 1: DATA PROVIDED BY THE EMPLOYER

CLAUSE	DESCRIPTION
	<p>The General Conditions of Contract in the Standard Professional Services Contract make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Department of Public Works and Roads, North West Provincial Government.
1	The Project is: THE APPOINTMENT OF A SERVICE PROVIDER EXPERIENCED IN PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT TO PROVIDE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT (PPPM) SERVICES FOR THE NORTH-WEST DEPARTMENT PUBLIC WORKS AND ROADS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in the Terms of Reference under Technical Enquiries.
	<p>The address for receipt of communications is:</p> <p>Telephone: 018 388 1498 Facsimile: Not Applicable E-mail: sdiko@nwpg.gov.za Address: Modiri Molema Road Old Parliament Complex Mmabatho 2735</p>
3.4.1	Communications by e-mail / facsimile is not permitted.
3.5	Services shall be executed in the Service Provider's own office and on the identified project sites.



CLAUSE	DESCRIPTION
	No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.5	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.15.1	The programme shall be submitted within 14 Days of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 3 months .
3.12.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.14 hereof.
3.14	The Period of Performance is from inception of this Contract until Thirty-six (36) months . The Service Provider must complete all Deliverables in accordance with the Scope of Services.
4.3.1	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project
4.7	The Employer shall pay the Service Provider the amount certified within 30 (thirty) calendar days from the date of receipt of the Service Provider's original VAT Invoice in support of payment certificate at the Physical address of the Employer.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. Minimum professional insurance cover of R10 million , with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in the Data provided by the Service Provider and in respect of which the Service Provider must provide data as required. The employer shall not provide any insurance.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Travelling for which payment will be claimed, as defined in C2.1.3 Travelling and subsistence arrangements and tariffs of charges.



CLAUSE	DESCRIPTION
	<ul style="list-style-type: none">2. Travelling from service provider premises or offices will not be remunerated.3. Deviate from the final programme as in clause 3.14 above.4. Deviate from the programme (delayed or earlier).5. Deviate from or change the Scope of Services.6. Change Key Personnel on the Service.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
8.1	The Service Provider is to commence the performance of the Services within 14 Days of date that the Contract becomes effective.
8.2.1	The Contract is concluded when all Deliverables in accordance with the Scope of Services are completed. In the 36-month Period.
8.4.3	The period of suspension under clause 8.5 is not to exceed twelve (12) months.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by mediation.
12.2	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.3	Final settlement is by litigation.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R 10 million .
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
13.5	The provisions of 13.5 do not apply to the Contract.
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.



PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

CLAUSE	DESCRIPTION												
1	<p>The Service Provider is _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p>												
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: _____</p> <p>The address for receipt of communications is:</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>												
1	<p>The Period of Performance is 36 Months.</p>												
5.5 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"><thead><tr><th><u>Specific duties</u></th><th><u>Name</u></th></tr></thead><tbody><tr><td>Programme Leader (Cat. B)</td><td></td></tr><tr><td>Ngaka Modiri Molema District Programme Manager (Cat. C)</td><td></td></tr><tr><td>Dr Segomotsi Mompoti District Programme Manager (Cat. C)</td><td></td></tr><tr><td>Bojanala District Programme Manager (Cat. C)</td><td></td></tr><tr><td>Dr Kenneth Kaunda District Programme Manager (Cat. C)</td><td></td></tr></tbody></table>	<u>Specific duties</u>	<u>Name</u>	Programme Leader (Cat. B)		Ngaka Modiri Molema District Programme Manager (Cat. C)		Dr Segomotsi Mompoti District Programme Manager (Cat. C)		Bojanala District Programme Manager (Cat. C)		Dr Kenneth Kaunda District Programme Manager (Cat. C)	
<u>Specific duties</u>	<u>Name</u>												
Programme Leader (Cat. B)													
Ngaka Modiri Molema District Programme Manager (Cat. C)													
Dr Segomotsi Mompoti District Programme Manager (Cat. C)													
Bojanala District Programme Manager (Cat. C)													
Dr Kenneth Kaunda District Programme Manager (Cat. C)													



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CLAUSE	DESCRIPTION	
	Project Financial Manager (Cat. C)	
	Procurement Manager (Cat. C)	
	Monitoring and Evaluation Manager (Cat. C)	
	Project Quantity Surveyor (Cat. C)	
	Project Architect (Cat. C)	
	Project Electrical Engineer (Cat. C)	
	Project Mechanical Engineer (Cat. C)	
	Project Structural Engineer (Cat. C)	
	Project Geotechnical Engineer (Cat. C)	
	Project Civil Engineer (Cat. C)	



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PART C2: PRICING DATA



C2.1 PRICING INSTRUCTIONS

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

Unit:	The unit of measurement for each item of work as defined in the standard specifications or the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	A specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

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

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

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



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

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

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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

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

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

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

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

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



above.

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

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

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

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

Any percentage adjustment (mark-up) against the Sum for handling fee, profits, etc. shall not be negative.

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

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

C2.1.11 Where travel or printing costs are allocated provisional sums, payment will be made in accordance with the rates stipulated in the latest Reimbursable Rates issued by the National Department of Public Works: (<http://www.publicworks.gov.za/consultantsguidelines.html>). The service provider will be paid in kilometer distance from the closest NWDPR office to the site or to the DOT offices. The tenderer must specify the location of his offices. **No costs will be**



reimbursed for travel outside the North West.

C2.1.12 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rands and whole cents

C2.1.13 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.1.14 Time Based Fees:

C2.1.14.1

- a) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the **consulting engineer** as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- b) Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4(3), which is applicable to the **consulting engineer** for professional and any other technical staff employed by the **consulting engineer**, with the actual time spent by such staff in rendering the **services** required by the **client**.
- c) Professional and technical staff include all staff performing work directly related to the execution of the **services** the **consulting engineer** is engaged for by the **client** and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for **projects**.

C2.1.14.2 To determine the time-based fee rates the professional and technical staff concerned is divided into: -

- a. **Category A**, in respect of a private consulting practice in engineering, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
- b. **Category B**, in respect of a private consulting practice in engineering, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
- c. **Category C**, in respect of a private consulting practice in engineering, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry the direct technical responsibility for one or more specific



activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature at this level.

- d. **Category D**, in respect of a private consulting practice in engineering, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B or C.

C2.1.14.3 The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:

- (a) for a person in *category A* and *B*: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Director's grading (level 13) in the Public Service.
- (b) for a person in *category C*: 17,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service.
- (c) for a person in *category D*: 16,5 cents for each R100 of his/her **total annual cost of employment**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director's grading (level 11) in the Public Service.

Hourly rates calculated in terms of (a), (b) and (c) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel, which shall, therefore, not be chargeable separately.

The Table below is a guideline of the expected tariffs:

2022-04-01	Category A and B	18,75c	R2 012,00
	Category C	17,5c	R1 417,00
	Category D	16,5c	R1 185,00 (max)



C2.2 PRICING SCHEDULE

NOT APPLICABLE , HOWEVER, PLEASE NOTE THAT THE SUCCESSFUL TENDERER WILL ENTER INTO A NEGOTIATION WITH THE NWDPWR TO FINALISE THE PROJECT VALUE.



PART C3: SCOPE OF WORKS



C.3 SCOPE OF WORKS

1. INTRODUCTION

The North West Department of Public Works and Roads (NWDWR) as an organ of state requires economic infrastructure to accelerate delivery of its services to the citizens of North West Province. Through its legislative mandate NWDPWR has infrastructure delivery functions which must be performed in accordance with the applicable legislative requirements.

The NWDPWR function, which includes new infrastructure projects, additions, upgrades, refurbishments, renovations, rehabilitation, and maintenance, must be aligned to the to the Annual Performance Plans which includes but not limited to Economic Infrastructure Projects, Infrastructure Facilities Upgrades, Bulk Services, Office Refurbishments, Maintenance, etc.

The NWDPWR through its Chief Directorate: Public Works and Roads, therefore, invites suitable and experienced service providers to tender for the appointment of PPPMO services to the Department for a period of thirty-six (36) months. The service provider or firm will be appointed in line with all relevant Supply Chain Management Prescripts through a competitive and open tendering process.

2. OBJECTIVES

Professional service providers within the built environment represent the key major stakeholders of skilled technical resources in the country that are used to ensure that technical designs, engineering and construction works are of good quality and are cost-effective. Good quality engineering and infrastructure development is essential to the growth and development of the North West Province and hence these skilled resources would play an important role in ensuring that the province remains technically competitive from a national perspective.

In 2001 the National Treasury commissioned a review of provincial service delivery systems with the view to enhance infrastructure delivery. The review identified various deficiencies that impacted negatively on the effective and efficient delivery of infrastructure in provincial departments. The review recommended, amongst others, that a framework be developed to guide and structure the management of infrastructure delivery. It also recommended that support be provided to provincial departments to develop their capacity to manage infrastructure delivery.

Public services are delivered in line with the policies, departmental programmes and objectives set out in the annual budget. Each year the annual budget is finalized for the current financial year, whilst the Medium-Term Expenditure Framework (MTEF) is established for the next three years, on a continual rolling basis. Medium-term budgeting is a continuous process that culminates each year in an annual budget and a MTEF that the Minister of Finance tables in Parliament.

In an endeavor to achieve the Department's objective, the Department therefore resolved to establish PPPMO function to create a collaborative decentralized Project, Programme and Portfolio



Management services for the entire department, with requisite infrastructure to enforce joint integrated regional / district responsibility and accountability.

In recognizing internal departmental capacity constraints to undertake this mandate, the Department resolved to source the services of a project management team consisting of built-environment professionals, to establish a unit which would be responsible for the actual implementation and management of this PPPMO.

The successful service provider will be tasked with providing the necessary technical expertise to support, capacitate and empower the department to effectively and efficiently implement infrastructure projects in line the National Treasury service delivery system.

3. SCOPE OF WORK

The NWDPWR's function encompasses engineering, construction and related activities carried out by government for the benefit of citizens. This includes the acquisition, leasing, maintenance, and disposal of immovable assets held by the state. NWDPWR contributes to government's New Growth Path, National Development Plan and Outcome 4: Decent employment through inclusive growth. The construction and maintenance of economic infrastructure and social infrastructure (schools, community libraries, hospitals and clinics) create opportunities for labour-intensive and technical or professional employment. This directly addresses several outputs of Outcome 4, including faster, sustainable and labour-absorbing growth, increased competitiveness and accelerated implementation of the Expanded Public Works Programme (EPWP).

Public works is also mandated to support transformation of the construction industry and to develop small, medium, and micro enterprises, cooperatives and non-profit organizations. In doing so, it helps to empower individuals and communities from historically disadvantaged backgrounds.

They also provide accommodation for provincial departments through government owned properties or by leasing from the private sector. As a custodian, the NWDPWR acts as a caretaker of government properties and is required to have in place custodian asset management plans (C-AMPs) for the whole life cycle of all immovable assets in their custody.

A project, programme and portfolio management office is meant to operate as a supportive and coordinated management hub for the implementation of the NWDPWR's mandate as outlined above, with the aim to create efficiencies between projects, programmes, and portfolios — as well as defining standards in the management of projects, programmes and portfolios respectively.

The scope of works for the successful service provider will entail among others, support the department in achieving the following:

1. Strategic Planning and Project Governance:

- This involves defining project criteria,



- Selecting projects that align to business goals.
- Advising management with cost-benefit ratio.

2. Defining the Project Management Methodology:

- Defining the project management methodology that will be used on a project, such as waterfall or an agile framework.

3. Best Practices:

- This includes standardizing and consolidating best practices and processes across departments to manage and deliver projects.

4. Common Corporate Culture:

- Here, the project management office sets common project culture through communication and training on techniques, methodologies, and best practices.

5. Resource Management:

- PPPMO will assist in the management and allocation of resources across projects based on priorities, schedules, budgets and more.

6. Creates Project Archives, Tools and More:

- The PPPMO will assist in providing administrative support and investment in templates, tools, software and more to better manage projects and the planning and operations of the department.

The Service Provider will be expected to establish a Project, Programme and Portfolio Management Office infrastructure (PPPMO) that will act as a bench mark and centre of excellence for a successful project management approach. The service provider will also be expected to offer administrative support and assist in coordination of departmental project related activities.

These include the following functions.

- **Promotion of Good Governance:** The service provider should be in a position to provide support to the department that will enhance sound decision making timeously by the relevant officials based on the accurate information provided. This can also include auditing and peer reviews, development of project structure and promoting accountability.
- **Transparency:** To ensure that the department provide information that is relevant and accurate to support effective decision-making.



- **Reusability:** There's no reason to "reinvent the wheel," so they are a depository of learned lessons, offering templates and best practices from previous successful projects.
- **Delivery Support:** To ensure that the department facilitate the establishment of project teams and help them do their jobs more effectively by streamlining process and bureaucracy, offering training, mentoring and quality assurance.
- **Traceability:** To ensure that the departmental teams manage documentation, project history and organizational knowledge.

In working closely with departments relevant chief directorate responsible for infrastructure projects and relevant supporting departmental units, the department has developed the following PPPMO scope of work to be undertaken by the successful service provider in view of strengthening the project management capacity in the department:

1. To advice the department on establishment of efficient, collaborative and decentralised project, programme and portfolio management office with requisite infrastructure.
2. Support the department in facilitating the development of the Infrastructure Programme as informed by Departmental Asset Management Plan.
3. Support the department in facilitating the Implementation of Infrastructure Programme (or sub-programme) as defined in the Programme Scope assignment. I.e., To facilitate the efficient implementation of the Department programmes of all Infrastructure projects for three (3) financial years.
4. Assist the department with the mobilisation of a Project, Programme and Portfolio management Office to manage and implement the programme.
5. Assist the department in the formulation of an Infrastructure Programme Implementation Plan (IPIP) continuously throughout the term of their contract.
6. Support the department in the facilitation of the approval of the IPIP.
7. Support the department in implementing the IPIP plan to deliver the infrastructure effectively and efficiently in accordance with the budget provisions.
8. Assist and support the department in the development of Project Packaging and management of projects throughout Project Lifecycle.
9. Provide the department with technical input / support for purpose of procurement.
10. Assist and support the department to develop best practice procurement strategic.



11. Streamline and facilitate the handover of projects to operations and maintenance directorate.
12. Assist and support the department with the development and management of district operations and maintenance strategy.
13. Assist and support the department with strict adherence to contracts management.
14. Assist and support the department to develop and implement workable reporting system.
15. Assist and support the department with the development and Implementation of Maintenance Plan and Programme.
16. Assist and support the department with project financial planning and execution.
17. Assist and support the department in coordination and supervision of all work conducted by professional service providers appointed by the department.
18. Provide and support the department with adequate skills required for project implementation stage, which include amongst others: Quality Assurance, Payment Claim Processes, Contract filing system etc.
19. To advise and develop skills transfer strategy to the department.
20. Facilitate and assist the department in identifying and developing workflow processes for business re-engineering purposes in affected relevant core and supporting directorate.
21. The successful company will also assist with the implementation of EPWP programme and contractor development programme.

4. KEY DELIVERABLES

The Key deliverable include the following and are not limited to the list below:

- i. Approved Infrastructure Plan and budget.
- ii. Approved Infrastructure Programme Implementation Plan (IPIP).
- iii. An established departmental Programme Management Team (PMT) as specified in the IPIP.
- iv. A capacitated PMT capacitated in line with the skills development strategy.
- v. Project packages per project and allocation of resources.
- vi. Schedule of projects delivered since inception on to the project.



- vii. Procurement strategy and templates.
- viii. Monitoring and Evaluation Plan in line with Quality Assurance strategy and plans, payment policy and audit reports on projects.
- ix. Monthly composite progress report on time covering all PMBOK components.
- x. Monthly certification of payments within specified time and confirmation of payments.
- xi. A sustainable e programme.
- xii. A sustainable contractor development programme.
- xiii. A sustainable infrastructure maintenance programme.
- xiv. A comprehensive asset management register and system integrated to infrastructure maintenance plan.
- xv. A schedule of projects completed and handed over to the client.
- xvi. A schedule of projects under Operation & Maintenance units.
- xvii. Approved annual work plan.
- xviii. Development of Project, programme and portfolio management software tools that will facilitate the management of infrastructure at an operational level, the planning of projects for both rehabilitation, maintenance and upgrading or acquisition of assets, the project management of each project at a project level and the management of various programmes and portfolio of projects under the management of the NWDPWR.

5. APPROACH AND METHODOLOGY

The approach and methodology submitted with this tender should encompass the scope provided together with innovative ways in which the NWDPWR can be assisted in executing its mandate effectively and efficiently. The approach and methodology should be comprehensive enough to communicate your proposal effectively.

NB: SERVICE PROVIDERS ARE EXPECTED TO FULLY EXPATiate!!!

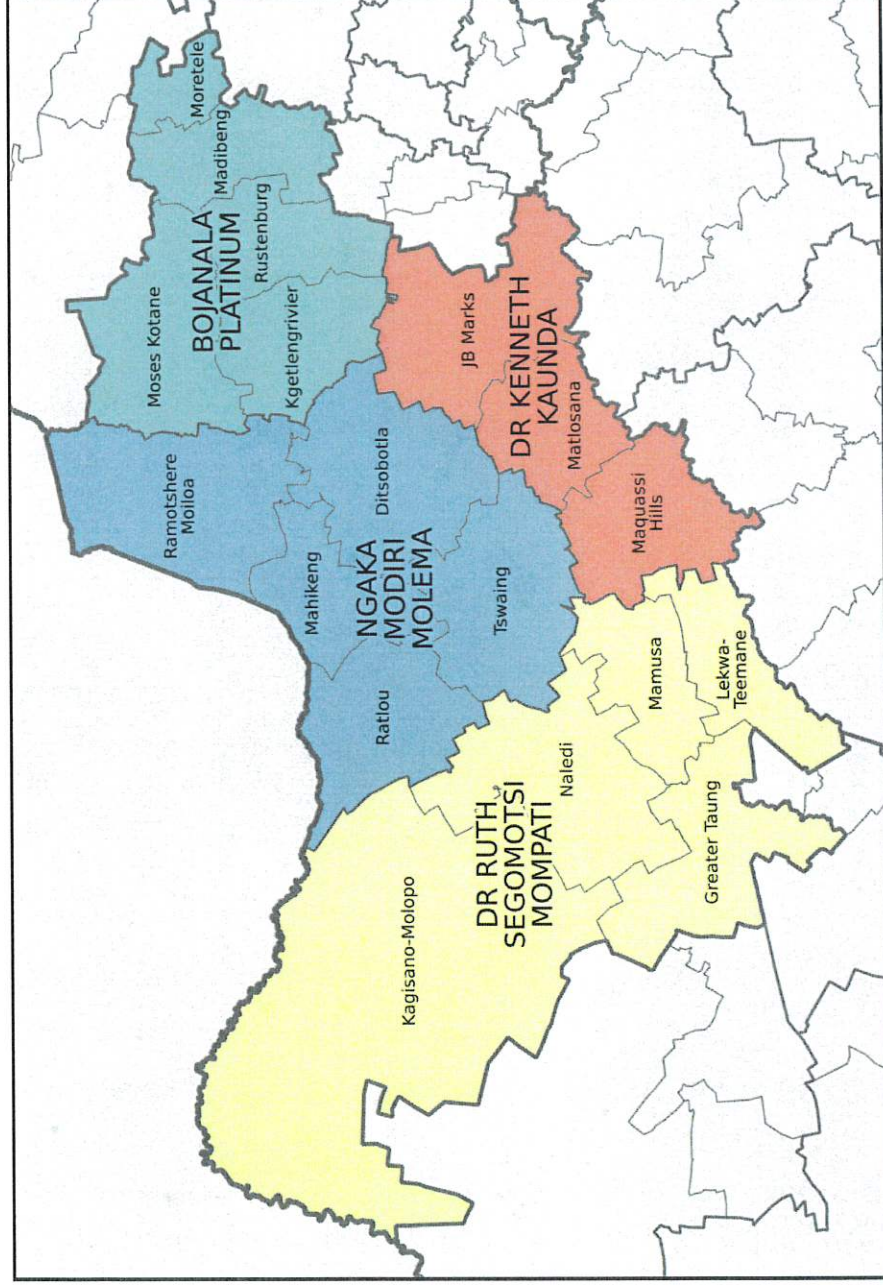


PART C4: SITE INFORMATION



C.4 SITE INFORMATION

The PPM will be situated in all districts and will monitor the implementation of NWDPPR programmes in all districts.



THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)