



Sarah Baartman

DISTRICT MUNICIPALITY

Province of the Eastern Cape

progress through development

BID NO. 12/2026

PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

NAME OF BIDDER	:
CSD SUPPLIER NO.	:	MAAA.....
CONTACT PERSON	:
CONTACT NO.	:
ADDRESS	:

BID DOCUMENT

SCHEDULE A - Bid Advertisement

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

Bids are invited from suitably qualified service providers for the Procurement of Professional Service Provider for the Implementation and Management of the Rural Road Asset Management System in the Sarah Baartman District Municipal Area for a period of three (3) years.

MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BIENG DEEMED TO BE NON-RESPONSIVE: Company registration (CK) documents and certified ID copies of directors / owners. Compulsory submission of fully completed and accurate MBD forms 4, 6.1, 8 and 9. Bidder's municipal statement of account covering a period of three (3) months or a valid lease agreement. Directors' municipal statements of account(s) covering a period of three (3) months. Alternatively, valid lease agreement must be submitted. Should the afore-mentioned not be available, an affidavit declaring that a bidder / director(s) does not owe municipality services for more than 90 days.

SBDM's Supply Chain Management Policy will apply. Evaluation criteria is 80/20 preference points system, where 80 points will be used for price and 10 points will be allocated for locality, and 10 points will be allocated for B-BBEE status level of contribution. Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid null and void.

The original document collected from the municipality must be submitted or, if documents are printed from the websites, the original, printed document must be submitted. Bids must only be submitted on the bid documentation provided by the municipality. Late, incomplete, facsimiled or emailed bids will not be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right not to make an appointment, and value for money will be a key consideration.

Bid documents with the necessary specifications will be available for free download on the e-tender portal (<https://etenders.treasury.gov.za>) or the municipal website (<https://www.sarahbaartman.co.za>). Hard copies can be obtained from the Supply Chain Management Unit, (4th Floor, 32 Govan Mbeki Avenue, Gqeberha, Tel. 041 508 7007) at a fee of **R219.20 to cover printing costs**.

Bidders that do not obtain a minimum score of 80% on functionality criteria will be excluded from further evaluation. Functionality will be assessed as follows:

Criteria	Maximum points
Experience of Company on Rural Road Asset Management System	40
Qualifications and expertise of key personnel	35
Methodology	25
TOTAL	100

Bids in a sealed envelope clearly marked “**BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3)YEARS**” must be placed in the Bid Box on the 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, **before 12h00 noon on Friday, 17 July 2026**. Thereafter bids will be opened in public in Committee Room 1, 6th Floor, 32 Govan Mbeki Avenue, Gqeberha.

Enquiries

All technical enquiries to be directed to Ms Sinovuyo Nondlazi 041 508 7335 email snondlazi@sbdm.co.za and SCM enquiries to Ms Khanyisile Notshulwana 041 508 7007 email knotshulwana@sbdm.co.za

NOTICE NO. 26 OF 2026 DATED 15 JUNE 2026
Ms U DANIELS
MUNICIPAL MANAGER
SARAH BAARTMAN DISTRICT MUNICIPALITY
P O BOX 318
GQEBERHA
6000



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INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

BID NO: 12/2026

CLOSING DATE: 17 JULY 2026

CLOSING TIME: 12H00

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

32 Govan Mbeki Avenue, Fourth Floor, Gqeberha

Bidders should ensure that Bids are delivered timeously to the correct address. If the Bid is late, it will not be accepted for consideration.

The Bid box is open during office hours, namely 08H00 to 16H30, Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL ORIGINAL FORMS.

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

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NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (*as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations*)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....
POSTAL ADDRESS
STREET ADDRESS.....
CONTACT NAME:
TELEPHONE NUMBER:
CELL PHONE NUMBER:
FACSIMILE:
E-MAIL ADDRESS:
VAT REGISTRATION NUMBER.....
CENTRAL SUPPLIER DATABASE (CSD) NUMBER: MAAA

**BIDDERS MUST BE SUCCESSFULLY REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING THE BID.
FOR REGISTRATION ON THE CSD BIDDERS CAN GO TO THE FOLLOWING WEBSITE:
(<https://etenders.treasury.gov.za>)**

A SEPARATE DECLARATION OF INTEREST FORM MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO SBDM BEFORE ANY PAYMENT CAN BE MADE.

1. HAS ONE OF THE FOLLOWING BEEN ATTACHED?
BIDDER'S MUNICIPAL STATEMENT OF ACCOUNT FOR A PERIOD OF 3 MONTHS OR VALID LEASE AGREEMENT OR AN AFFIDAVIT CLEARING THAT A BIDDER DOES NOT OWE MUNICIPAL SERVICES FOR MORE THAN 90 DAYS **YES / NO**
2. DIRECTOR(S) / OWNERS MUNICIPAL STATEMENT OF ACCOUNT FOR A PERIOD OF 3 MONTHS OR VALID LEASE AGREEMENT OR AN AFFIDAVIT CLEARING THAT THE DIRECTOR(S) DOES NOT OWE MUNICIPAL SERVICES FOR MORE THAN 90 DAYS **YES / NO**
3. COMPANY REGISTRATION (CK) DOCUMENT AND CERTIFIED ID COPIES OF DIRECTORS / OWNERS **YES / NO**
4. HAS PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD BEEN ATTACHED? **YES / NA**
5. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN ATTACHED? (MBD 6.1) **YES / NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR

(Tick applicable box)

(A CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

- 6. HAS PROOF OF ADDRESS BEEN ATTACHED OF THE OFFICE DEALING WITH THE PROJECT (I.E. LEASE AGREEMENT/MUNICIPAL ACCOUNT IN NAME OF BIDDER) TO CLAIM POINTS FOR SPECIFIC GOALS FOR LOCALITY **YES / NO**
- 7. BIDS WITH A VALUE OF MORE THAN R10 MILLION (VAT INCLUDED) ARE REQUIRED TO SUBMIT FINANCIAL STATEMENTS FOR THE PAST THREE YEARS OR SINCE ESTABLISHMENT, IF ESTABLISHED DURING THE PAST THREE YEARS.
- 8. BIDS WILL BE CONSIDERED NON-RESPONSIVE IF THE BID HAS NOT BEEN COMPLETED IN FULL AND ALL THE REQUIRED DOCUMENTS HAVE NOT BEEN INCLUDED IN THE BID SUBMITTED.
- 9. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED).
- 10. THE PRICES COMPLETED ON PART 2.2: PRICING SCHEDULE MUST BE INCLUSIVE OF ALL APPLICABLE TAXES LESS ALL UNCONDITIONAL DISCOUNTS. NO PRICES WILL BE AMENDED FOR VAT PURPOSES DURING THE TERM OF CONTRACT.
- 11. IT SHOULD BE NOTED THAT BIDS AWARDED ARE ADVERTISED ON SBDM WEBSITE (<https://sarahbaartman.co.za>). BIDDERS ARE REQUIRED TO VISIT THE WEBSITE TO VIEW BIDS AWARDED. ALSO, THE OBJECTION CLOSING DATE (14 DAYS AFTER AWARD) WILL BE STIPULATED.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/ NO

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE – PLEASE REFER TO THE PRICING SCHEDULE (PART 2.2)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Sarah Baartman District Municipality

Contact Person: Ms Khanyisile Notshulwana

Tel: 041 508 7007

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Ms Sinovuyo Nondlazi

Tel: 041 508 7335

PART 1 - CONDITIONS OF BID

1. GENERAL REQUIREMENTS

- 1.1 The Council wishes to request a bid for the **“PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS”**
- 1.2 The bidder is required to furnish full details requested on the bid forms. All prices shall be inclusive of Value Added Tax.
- 1.3 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

2. CONTACT PERSON FOR TECHNICAL QUERIES

Name : Ms Sinovuyo Nondlazi
Telephone : 041 508 7335
Email : snondlazi@sbdm.co.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements, detailed information and everything else supplied with this request for the bid remains the property of SBDM and may be recalled if deemed necessary.

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of SBDM to purchase services, products or equipment from any vendor submitting a bid.

3.4 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested. Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.

Should additional information be required by SBDM, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed.

PART 2.1 – TERMS OF REFERENCE (BID SPECIFICATIONS)

C3.1: PROJECT DESCRIPTION

C3.1.1 Introduction

The Employer, namely Sarah Baartman District Municipality, requires the services of an appropriately experienced service provider to undertake the implementation, management of its Road Asset Management System (RAMS) and manage the operational requirements and procedures in terms of DORA and the NDoT RAMS Practice Note for a period of three (3) years.

C3.1.2 BACKGROUND

All roads authorities should conduct road condition surveys regularly, for both paved and unpaved roads. Such information coupled with increased funding levels for roads should aim at reducing the capital and maintenance backlog on the South African road network. The need to assess the current backlog with respect to the road provision and maintenance needs has been identified. Through Visual Surveys and use of surveillance equipment, a combined analysis of both paved and unpaved roads, we will be able to get the status of deterioration of roads such as potholes, rutting, cracking, corrugations, broken edges, erosion shoulder wear and deformation.

Once the Road Network Assessment has been done, an Optimum Maintenance Fund Allocation can be done accordingly to address the current backlog of the South African Road Network Condition. Knowing the condition of road network, the managers and engineers will be able to maintain and improve the quality and safety of our roads. It is based on this information that the National Department of Transport (NDoT) has also allocated a grant to the Sarah Baartman District Municipality. The grant is called the Rural Roads Asset Management System Grant and is for the purpose of setting up a Road Asset Management System (RAMS) and the collection of traffic and road condition data to cover the municipal road network in each of the seven local municipalities within the district. This allocation is earmarked to be used to develop Road Asset Management System.

C3.1.3 OBJECTIVES

In the context of the strategic broader objectives, the project objectives are summarized as follows

- To determine the extent and condition of South African Roads
- To determine the backlog of roads and associated funding requirements
- To determine the use and state of information systems for road network management
- To implement best value systems to deliver long term value for money
- To optimize road space availability and improve accessibility to public transport
- To ensure safe roads (public and personal safety)

C3.1.4 SERVICES OVERVIEW

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

- Implementation of a RAMS
- Familiarisation with current RAMS and Employers operational requirements
- Upgrade / Improve current RAMS
- Update Road Network Inventory
- Update Bridge and Major Culvert Network Inventory
- Create “Other Structures (Gantries, Retaining Walls, Tunels, etc. as directed) Network Inventory
- Update Ancillary Road Asset Inventory (Road Signs, Guardrails, Lessor Culverts, etc. as directed
- Update Borrow Pit Inventory
- Borrow Pit Investigations
- Road and Stormwater Master Plans for Local Municipalities
- Field Data Acquisition, including Establishment and Traffic Control, as directed; of
 - Paved and Unpaved Road Visual Condition Assessments
 - Falling Weight Deflection (FWD)
 - Imaging
 - Riding Quality
 - Rut Depth
 - Texture
 - Provide System support and maintenance
- Undertake Network Road Safety Assessments
- Bridge, Major Culvert and Other Structures Inspections
- Manual Traffic Counting
- Accident Reporting
- Data Analysis, Verification, and Capture of data to RAMS
- Quality Control of Acquisition and Analysis
- Panel Inspections
- Network Report Compilation for:
 - Paved Road Network
 - Unpaved Road Network
 - Road Safety Assessments
 - Traffic
 - Structures (Bridges, Major Culverts and Other structures)
 - Asset Register
 - RAMP
 - Borrow Pit Management
- Development of Road Maintenance Plans for Local Municipalities
- Compilation of Business Plans for funding
- Integrated Transport Plan (ITP) Review and Update
- Ad Hoc Support
- Mentorship and Training

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

In addition, the data collection and analysis is to be undertaken with a high degree of accuracy – to minimize erroneous reporting – and with optimal production outputs to ensure that the data reported is current. In-order to achieve this, some data collection (and analysis where relevant) is to be undertaken using automated methods as discussed in the project specifications (C3.2).

All automated data collection equipment is to comply with the specifications contained in the relevant Draft TMH 22 A to G.

C3.1.5 Location of the Project

The services are required on the paved and unpaved municipal road network of the seven Local Municipalities within the Sarah Baartman District - refer locality map below.

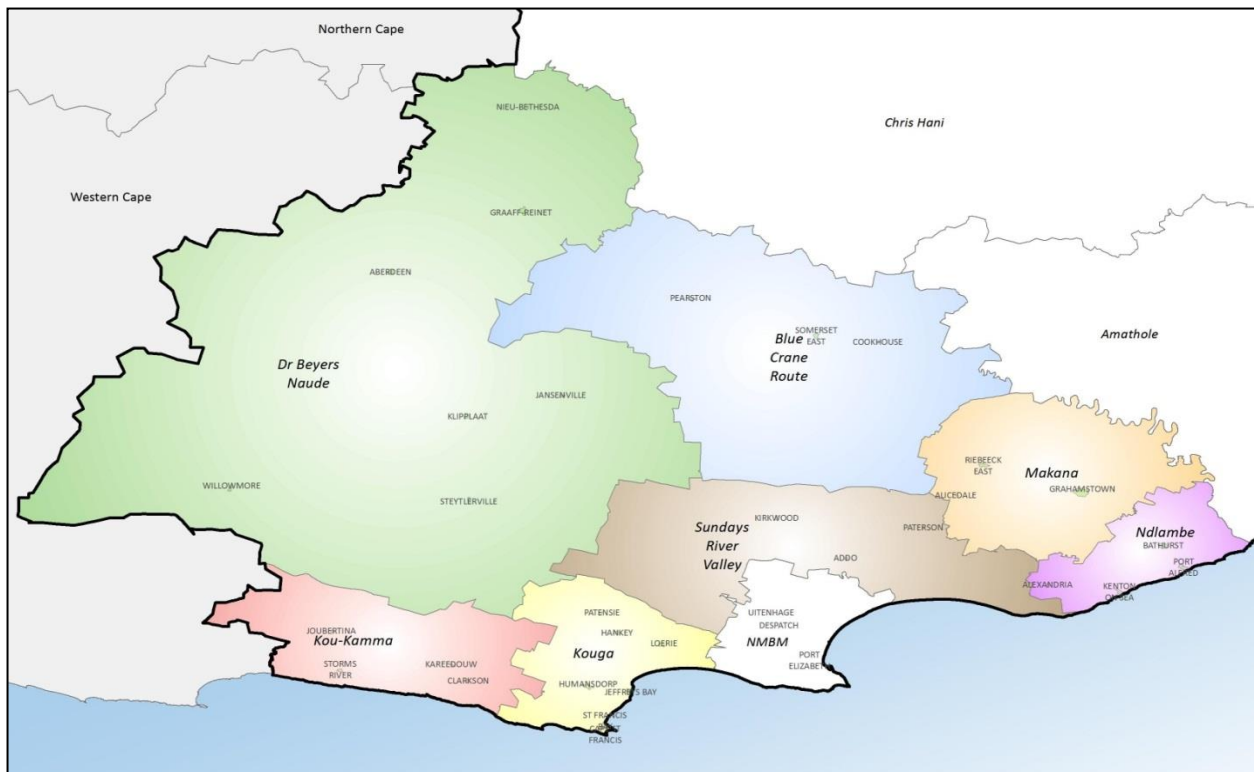


Figure C3.1.3.1: Locality Map

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

C3.1.6 Electronic Data Exchange Format

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

C3.2 PROJECT SPECIFICATIONS

1000: RAMS SYSTEM IMPLEMENTATION

10.01: RAMS System Installation

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

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

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

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

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

Pavement Management System (PMS)

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

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

All historic and current visual condition assessment and instrument (deflection, riding quality, profiling measurements etc) data together with road furniture such as guardrails, kerbs, drainage, signage etc, are stored in the PMS data tables.

Traffic Information Management System (TIMS)

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

Borrow Pit Materials Management System (BPMMS)

The BPMMS sub-system is intended to contain all pertinent data relating to the opening, operating and rehabilitating of gravel borrow pits. In addition, the module must be capable of storing and calculating laboratory test data and maintaining a dynamic record of gravel usage and quantity.

Bridge Management System (BMS)

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

Construction Record Management System (CRMS)

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

Asset Management Reporting System (AMRS)

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

Road Safety Management System (RSMS)

The RAMS system must either include a road safety assessment / analysis / reporting module or be able to interact with a proprietary system such as IRAP.

Reporting Format

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

General

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

10.02: Existing System Familiarisation

The current RAMS system comprises of the following sub-systems:

- Road Network Information Module (**RNIM**)
 - Surfaced Road Pavement Management System (**S/PMS**)
 - Gravel Road Pavement Management System (**G/PMS**)
 - Concrete Road Pavement Management System (**C/PMS**)
 - Block Paved Pavement Management System (**B/PMS**)
- Geographic Information System (GIS)
- Borrow Pit Materials Management System (BPMMS)
- Bridge Management System (BMS)

The service provider is required to familiarize themselves with the current system including GIS, database(s), software, interfaces, reporting and all other processes required to operate the system.

The rate tendered for undertaking familiarization of the existing system will be a Man Hour and shall include all labour, materials, equipment, travel, disbursements, and other items necessary to carry out the system familiarization process.

10.03: Existing System Upgrade

The current RAMS system is to be upgraded to include the following modules:

- Road Network Information Module (RNIM)
 - Surfaced Road Pavement Management System (S/PMS)
 - Gravel Road Pavement Management System (G/PMS)
 - Concrete Road Pavement Management System (C/PMS)
 - Block Paved Pavement Management System (B/PMS)
- Geographic Information System (GIS)
- Traffic Information Management System (TIMS)
- Borrow Pit Materials Management System (BPMMS)
- Construction Record Management System (CRMS)
- Asset Management Reporting System (AMRS)
- Road Safety Management System (RSMS)
- Reporting Format

The service provider is required to familiarize themselves with the current system, develop the above (and possibly other) new modules / sub-systems in consultation with the Employers staff and integrate them to the existing system.

In addition to the above, adaptation of the current system to comply with the TRH 18 data electronic exchange formats is required

The rate tendered to upgrade the existing RAMS system will be a Man Hour and shall include all software development and purchase costs, end user licensing and technical support for the duration of the contract and all labour, materials, equipment, travel, disbursements and any other necessary items to provide and install a fully functional and system.

2000: NETWORK INVENTORY

20.01: Update Road Network Information Module (RNIM)

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

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

20.02 : Update Bridge Inventory (BMS)

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

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

20.03: Create Borrow Pit Materials Management Inventory (BPMMS)

The service provider will be required to undertake an inventory of all borrow pits and quarries registered to the Employer. The initial assessment will be a desk-top study and literature examination with confirmation being carried out through field visits. The work will involve, inter alia, the following aspects:

- Identification of borrow pits and quarries
- Capture of inventory data eg, co-ordinates, permit number, material type, material quantity etc to BPMMS/GIS and create preliminary data base
- Inventory data verification through field visits

A Provisional Sum has been included for this item. Expenditure under this item shall only be undertaken on written instructions of the Employer.

20.04 : Update/ Review Traffic Count Stations

The service provider will be required to update/ review the position of traffic count stations. This assessment will be a desk top study.

The rate tendered will be a Man Hour and shall include all costs for labour, materials, equipment, and the other necessary items to carry out the activity. Travel costs and other subsistence costs, pre-approved by the Employer, are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

3000 : FIELD DATA ACQUISITION

30.01 : Establishment

30.01 a) : Falling Weight Deflectometer (FWD)

The rate tendered to establish/de-establish the Falling Weight Deflectometer will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the equipment in a Local Municipal Area (LMA). The amount will be paid once only following establishment of the equipment in a LMA.

The Falling Weight Deflectometer shall be established within four (4) weeks after notification by the Employer.

30.01 b) : Digital Laser Profiler Class 1 (15 lasers)

The rate tendered to establish/de-establish the 15 laser Digital Profiler will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish the equipment in a Local Municipal Area (LMA). The amount will be paid once only following establishment of the equipment in a LMA.

The Digital Laser Profiler shall be established within 4 weeks after notification by the Employer.

30.01 c) : Response Type Roughness Meter – Class 3

The rate tendered to establish/de-establish the Roughness Meter will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish

the equipment in a Local Municipal Area (LMA). The amount will be paid once only following establishment of the equipment in a LMA.

The Response Type Roughness Meter shall be established within 4 weeks after notification by the Employer.

30.01 d) : Visual Assessors – Paved Roads

The rate tendered to establish/de-establish the Visual Assessors (flexible, concrete and block pavements) in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish the required number of assessors on the project. All costs associated with the 3 day calibration and accreditation session, as discussed in C3.1.4 is also to be included under this item. Only staff who have successfully attended and passed the calibration session and have been formally approved in writing by the employer may undertake visual assessments. Should any of the originally proposed visual assessors not pass the calibration and accreditation process, replacement persons with comparable experience are to be established to undertake the calibration/accreditation until the requisite number of assessors are accredited – the establishment and calibration session costs of replacement persons will be for the service provider's account. The Lump Sum amount will be paid once only following successful accreditation of the requisite visual assessors

Should the service provider use any personnel for the visual surveys who has not attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Contractor will be entitled to payment of the rate tendered for visual assessment – pay item 40.01 a) – up to the date on which non-accredited personnel were used with such date being established by the employer with no recourse from the contractor.

30.01 e) : Continuous Digital Imaging

The rate tendered to establish/de-establish the Continuous Digital Imaging vehicle will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the equipment in a Local Municipal Area (LMA). The amount will be paid once only following establishment of the equipment in a LMA.

The Continuous Digital Imaging equipment shall be established within 4 weeks after notification by the Employer.

30.01 f) : Visual Assessors – Unpaved Roads

The rate tendered to establish/de-establish the Visual Assessors (gravel, earth and track roads) in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of assessors on the project. All costs associated with the 3 day calibration and accreditation session, as discussed in C3.1.4 is also to be included under this item. Only staff who have successfully attended and passed the calibration session and have been formally approved in writing by the employer may undertake visual assessments. Should any of the originally proposed visual assessors not pass the calibration and accreditation process, replacement persons with comparable experience are to be established to undertake the calibration/accreditation until the requisite number of assessors are accredited – the establishment and calibration session costs of replacement persons will be for the service provider's account. The Lump Sum amount will be paid once only following successful accreditation of the requisite visual assessors.

Should the service provider use any personnel for the visual surveys who has not attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the

Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Contractor will be entitled to payment of the rate tendered for visual assessment – pay item 40.01 a) – up to the date on which non-accredited personnel were used with such date being established by the employer with no recourse from the contractor.

The Assessors shall be established within 4 weeks after notification by the Employer.

30.01 g) : Visual Inspection Personnel – Bridges

The rate tendered to establish/de-establish the COTO accredited Bridge Inspectors in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of inspectors on the project. The amount will be paid once only following establishment of the inspectors in the district.

Should the service provider use any personnel for the inspections who is not accredited, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data.

The Inspectors shall be established within 4 weeks after notification by the Employer.

30.01 h) : Visual Inspection Personnel – Major Culverts

The rate tendered to establish/de-establish the COTO accredited Major Culvert Inspectors in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of inspectors on the project. The amount will be paid once only following establishment of the inspectors in the district.

Should the service provider use any personnel for the inspections who is not accredited, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data.

The Inspectors shall be established within 4 weeks after notification by the Employer.

30.01 i) : Traffic Enumerators

The rate tendered to establish/de-establish the Traffic Enumerators in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of renumerators on the project. The amount will be paid once only following establishment of the enumerators in the district.

The Enumerators shall be established within 4 weeks after notification by the Employer.

30.01 j) : Road Safety Appraisal Personnel

The rate tendered to establish/de-establish the Road Safety Appraisal Personnel in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of assessors on the project. The amount will be paid once only following establishment of the personnel in the district.

The Personnel shall be established within 4 weeks after notification by the Employer.

30.01 k) : Ancillary Asset Personnel

The rate tendered to establish/de-establish the Ancillary Asset Personnel in the Sarah Baartman District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of personnel on the project. The amount will be paid once only following establishment of the personnel in the district.

The Personnel shall be established within 4 weeks after notification by the Employer.

30.02: Traffic Control

Traffic control will be undertaken strictly in terms of the relevant specification in the latest edition of SARSTM Chapter 13. A detailed traffic management plan is to be submitted to the Employer for approval prior to any work being undertaken. Non-compliance with the approved traffic management plan will result in a fixed penalty of R 2 500.00 per occurrence and a time related hourly penalty of R 250.00 measured from the time of non-compliance notification to the time of rectification.

30.02 a) : Falling Weight Deflectometer (FWD)

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider

30.02 b) : Digital Laser Profiler – Class 1 (Min. 15 lasers)

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

30.02 d) : Bridge Inspections

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

30.02 e) : Traffic Counting

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task. The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic

management plan with the second installment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 f) : Safety Assessments

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 g) : Response Type Road Roughness Meter – Class 3

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 h) : Continuous Digital Imaging

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 i) : Major Culvert Inspections

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 j) : Paved Roads Visual Assessments

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second installment being due once the task is

completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 k): Unpaved Roads Visual Assessments

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.02 l) : Ancillary Asset Inventory and Assessments

The rate tendered to implement the approved traffic management plan and to undertake the traffic control measures will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, sub-contractors and other necessary items to undertake this task.

The amount will be paid in two (2) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the service provider.

30.03: Data Collection – Road Network

The standard operational procedures as given in Draft TMH 13 Part A to G are to be strictly adhered to. Prior to data collection being undertaken, the service provider shall submit the following documentation for the Employer's approval:

- All activities: Contract Quality Plan – refer Draft TMH 13 Part A and Draft TMH 22
- Automated / Instrument Data collection: Current (not more than 12 months) minimum Class 2 Calibration Report – refer to Draft TMH 13 Part A to G
- Automated / Instrument Data collection: Current (not more than 3 months) minimum Class 2 Validation Report – refer to Draft TMH 13 Part A to G

The above documents are to be submitted for each individual data collection facet listed below. In addition, these requirements, "on site" calibration / validation together with control testing during the data collection operation will be required as per the stipulations of Draft TMH 13 Part A to G.

30.03 a) : Falling Weight Deflectometer (FWD)

Falling weight deflectometer (FWD) measurements is to be undertaken on portions of the road network as directed. The maximum longitudinal distance between adjacent measurements shall be **200m** (staggered between the left and right lanes) but this is to be reduced if directed by the Employer. The condition of the pavement at the test position is to be recorded, e.g. "severe crocodile cracking"

The FWD equipment is to comply with the technical standards stipulated in the Draft TMH 13 Part F as is the survey methodology (in conjunction with TMH 22). The FWD vehicle must be equipped with calibrated distance measuring instrument (DMI) and global positioning system device meeting the requirements of TMH 13 Part B.

Operators must be fully conversant in the use of the deflection measurement equipment and follow the manufacturer's instructions for use of the equipment. Proof must be supplied that Operators have undergone training in the use and operation of equipment offered.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be a Test Point and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, measuring the deflections at 3 "drops" per test point, calibration and verification costs, quality management and control testing and other necessary items to undertake this task.

30.03 b) : Continuous Digital Imaging (Standard)

The undertaking of continuous "standard" digital imaging shall be carried out on portions of the road network as directed. The imaging equipment will, as a minimum, be capable of DMI triggered 260-degree frame imaging and is to comply with the technical specifications of Draft TMH 13 Part G. The imaging vehicle must be equipped with calibrated linear distance measuring device and global positioning system meeting the requirements of TMH 13 Part B.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be a Lane.km and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, taking the images at 10m intervals, quality management, control testing, calibration and verification costs, together with all other necessary items to undertake this task.

30.03 c) : IRI (International Roughness Index) – Class 1

The measurement of Class 1 riding quality testing is to be undertaken on portions of the road network as directed with the data being recorded as follows:

- Wheel path: two per lane
- Profile sampling interval: $\leq 25\text{mm}$
- IRI reporting interval: $\geq 10\text{m}$ and $\leq 100\text{m}$

A high precision profiler (Class 1) is to be used for the measurement of the riding quality and the equipment is to comply with system operational and calibration / verification requirements stipulated in Draft TMH 13 Part C. In addition, the profiling vehicle is to be equipped with a positioning system complying with Draft TMH 13 Part B.

Factors that may influence IRI shall be recorded during the survey and the data corrected accordingly. These include, but are not limited to, traffic congestion, pavement condition, having to travel off the carriageway, etc. There are some practical operation practices that the operator should avoid such as sudden acceleration or braking during surveys. Where survey speeds cannot be maintained this must be noted.

If road conditions are extremely rough that the collection of riding quality data as prescribed above is not practical or safe; the service provider shall provide an alternative means for estimating pavement roughness for use in such areas, calibrated by ASTM E 1364-95 or a similarly acceptable standard, and subject to Employer approval.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, materials, travel, accommodation, disbursements, equipment, taking the roughness measurements, quality management and control testing, calibration and verification costs plus other necessary items to undertake this task.

30.03 d) : Wheel path Rutting

The undertaking of continuous wheel track rutting measurements will be done on portions of the road network as directed by the Employer. The rut data is to be collected using a high speed profiler using laser point sensors. The measurement process. system capabilities and calibration / verification requirements are as per the stipulations of the Draft TMH 13 Part D. The profiling vehicle must be equipped with calibrated linear distance measuring device meeting the requirements of TMH 13 Part B.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, disbursements, materials, travel, accommodation, equipment, measuring the wheelpath rutting, quality management, control checks, calibration and verification costs plus other necessary items to undertake this task.

30.03 e) : Macro Texture

Macro texture measurements shall be undertaken on portions of the road network as directed by the Employer. The measurements are to be carried out in each wheel path simultaneously using a high speed non-contact texture profiler. The measuring system is to be compliant with the technical standards stipulated in the Draft TMH 13 Part E, whilst positioning equipment must be according to Draft TMH 13 Part B.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be Lane.Km and shall include all costs for labour, materials, equipment, disbursements, measuring the texture depth, quality checks, control testing, calibration and verification costs plus other necessary items to undertake this task.

30.03 f) : Response Type Roughness Meter - Class 3

The measurement of Class 3 riding quality on the **unpaved** road network is to be undertaken as directed. A response type device, calibrated to known IRI in accordance with ASTM E1448-92/98, is to be used for the measurement of the riding quality and the equipment is to comply with system operational and calibration / verification requirements stipulated in Draft TMH 13 Part C. In addition, the profiling vehicle is to be equipped with a positioning system complying with Draft TMH 13 Part B.

Factors which may influence the IRI shall be recorded during the survey and the data corrected accordingly. These include, but not limited to, traffic congestion, pavement construction activities, travel off the carriageway, etc.

If road conditions are extremely rough that the collection of riding quality data as prescribed above is not practical or safe; the service provider shall provide an alternative means for estimating pavement roughness for use in such areas, calibrated by ASTM E 1364-95 or a similarly acceptable standard, and subject to Employer approval.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, disbursements, materials, equipment, travel, accommodation, taking the roughness measurements, quality management, control testing, calibration and verification costs plus other necessary items to undertake this task.

30.03 g) : Road Safety Assessments

Network Level Road Safety Assessments is to be undertaken on portions of the road network as directed by the Employer. The road safety assessments are to be directly managed by the Road Safety Survey Project Manager and only be carried out by persons accredited as road safety surveyors/assessors with IRAP or similar body approved by the Employer.

A work programme shall be submitted for the Employer's consideration and approval.

The unit of measurement to undertake safety appraisals is a Carriageway.Km and shall include all costs for labour, materials, equipment, and any other requirements to undertake appraisals. Travel costs within the district and other subsistence costs – pre-approved by the Employer – are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

30.03 h) : Accident Statistics

The service provider is required to manage the collection of accident reports and other pertinent documents within the Employer's jurisdiction. The accident information will be integrated with the RAMS for the production of monthly network accident reports.

The unit of measurement to undertake this testing will be a accident report and shall include all costs for labour, disbursements, materials, equipment, data capture, / management and report compilation. Travel costs in the excess of 50km and other subsistence costs -preapproved by the Employer – are to be claimed under the appropriate pay item in Section 7000 of the pricing schedule of rates.

30.03 i) : Paved Roads Visual Condition Assessments

Visual Condition Assessments are to be undertaken by the approved Visual Condition Assessors for paved roads in accordance with the "TMH 9: Manual for the Visual Assessment of Road Pavements", issued by the Committee of Transport Officials in 2016.

The pro-forma assessment forms for flexible, concrete and block pavements, which is to be used for recording the results of the condition surveys per segment, are included in the TMH9 manual.

A GIS shapefile and a spreadsheet containing the road segment information will be made available, together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH9.

The following should be noted with regards to visual assessments:

- Segment data, road names and/or route numbers may be incorrect or incomplete in some instances and the Service Provider will be required to note any inconsistencies or errors. These are also to be marked up on the maps and provided to the Employer when completed datasets are submitted.
- Certain road sections may be under construction or inaccessible. Visual surveys are not to be conducted on these sections, but this should be noted on the assessment form and the maps.

- Completed data is to be submitted on a bi-weekly basis to substantiate progress and to allow for quality checking on an ongoing basis.
- All fieldwork must be undertaken in a manner that complies with the relevant safety legislation and regulations. The Employer accepts no responsibility for any eventuality that may occur during execution of the assessments. The Service Provider will perform the work entirely at its own risk and must ensure that suitable safety precautions are taken at all times. This include the wearing of approved high visibility safety vests by their staff during the assessments, as well as equipping vehicles with appropriate signage and orange lights.
 - Should the Service Provider use personnel for the visual assessments who have not attended the testing and calibration session, or personnel who attended the session but were not approved of by the Employer in writing, the Contract may be terminated forthwith and the Service Provider will forfeit all further rights in terms of the Contract as from the date of such termination.

Visual condition assessments must be executed according to the requirements of the TMH9 Manual, and in terms of the calibration done during the Calibration session.

It is a pre-requisite that a high degree of accuracy be obtained for the visual assessments and data capturing. It is the responsibility of the Service Provider to undertake its own process control testing to ensure the required quality.

The Employer will undertake acceptance control testing as follows:

- Control assessments will be carried out by the Employer on random road segments during or immediately prior to the period that the Service Provider undertakes its visual assessments. The control assessments will be at least 10% of the total road network to be surveyed.
- The calculated Visual Condition Index (VCI) of the Service Provider's assessment will be compared to the VCI's of the control assessment. The Service Provider's visual assessments will be considered acceptable if the VCI's of more than 90% of the segments correlate within a 15% variance of the control assessment VCI's.
- Furthermore, the individual distress ratings will be checked to establish that the correct distress is being identified and that the extent and degree is being applied in terms of TMH9.
- The VCI comparison will be conducted separately for each of the Service Provider's assessors and per geographical area. Should the visual condition assessment information not meet the abovementioned quality test, the entire batch of visual assessment data (i.e. per assessor and geographical area) will be rejected.

Should the Service Provider use the "post-rating method" (ie, applying the stipulations of the TMH9 to images) the Service Provider are required to provide full details of their assessment approaches, methodology, equipment, etc. together with the tender document. A comparison of the results between the "post-rating method" and the traditional TMH9 approach should be to the satisfaction of the Employer, if not, the traditional TMH9 approach shall be used.

The period of performance shall be 12 weeks.

The unit of measurement to undertake visual condition assessment is a Carriageway-Km and shall include all costs for labour, transport, materials, all equipment (incl. collection of images if the “post rating” method is used), accommodation, subsistence costs and any other requirements to undertake assessments.

30.03 j) : Unpaved Roads Visual Condition Assessments

Visual Condition Assessments are to be undertaken by the approved Visual Condition Assessors for unpaved roads in accordance with the “TMH 9: Manual for the Visual Assessment of Road Pavements”, issued by the Committee of Transport Officials in 2016, Parts A and E.

The pro-forma assessment form for unpaved roads, which is to be used for recording the results of the condition surveys per segment, are included in the TMH9 manual.

A GIS shapefile and a spreadsheet containing the road segment information will be made available, together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH9.

The following should be noted with regards to visual assessments:

- Segment data, road names and/or route numbers may be incorrect or incomplete in some instances and the Service Provider will be required to note any inconsistencies or errors. These are also to be marked up on the maps and provided to the Employer when completed datasets are submitted.
- Certain road sections may be under construction or inaccessible. Visual surveys are not to be conducted on these sections, but this should be noted on the assessment form and the maps.
- Completed data is to be submitted on a bi-weekly basis to substantiate progress and to allow for quality checking on an ongoing basis.
- All fieldwork must be undertaken in a manner that complies with the relevant safety legislation and regulations. The Employer accepts no responsibility for any eventuality that may occur during execution of the assessments. The Service Provider will perform the work entirely at its own risk and must ensure that suitable safety precautions are taken at all times. This include the wearing of approved high visibility safety vests by their staff during the assessments, as well as equipping vehicles with appropriate signage and orange lights.
- Should the Service Provider use personnel for the visual assessments who have not attended the testing and calibration session, or personnel who attended the session but were not approved of by the Employer in writing, the Contract may be terminated forthwith and the Service Provider will forfeit all further rights in terms of the Contract as from the date of such termination.

Visual condition assessments must be executed according to the requirements of the TMH9 Manual, and in terms of the calibration done during the Calibration session.

It is a pre-requisite that a high degree of accuracy be obtained for the visual assessments and data capturing. It is the responsibility of the Service Provider to undertake its own process control testing to ensure the required quality.

The Employer will undertake acceptance control testing as follows:

- Control assessments will be carried out by the Employer on random road segments during or immediately prior to the period that the Service Provider undertakes its visual assessments. The control assessments will be at least 10% of the total road network to be surveyed.
- The calculated Visual Condition Index (VCI) of the Service Provider's assessment will be compared to the VCI's of the control assessment. The Service Provider's visual assessments will be considered acceptable if the VCI's of more than 90% of the segments correlate within a 15% variance of the control assessment VCI's.
- Furthermore, the individual distress ratings will be checked to establish that the correct distress is being identified and that the extent and degree is being applied in terms of TMH9.
- The VCI comparison will be conducted separately for each of the Service Provider's assessors and per geographical area. Should the visual condition assessment information not meet the abovementioned quality test, the entire batch of visual assessment data (i.e. per assessor and geographical area) will be rejected.

The period of performance shall be 12 weeks.

The unit of measurement to undertake visual condition assessment is a Carriageway.Km and shall include all costs for labour, transport, materials, all equipment (incl. imaging if the "post rating" method is used), accommodation, subsistence costs and any other requirements to undertake assessments.

30.03 k) : Ancillary Asset Inventory and Inspections

Ancillary Asset Inventory and Inspections (such as road signs, guardrails, sidewalks, bus shelters and structures) are to be undertaken by the inspectors in accordance with the "TM22: Road Asset Management Manual, issued by the Committee of Transport Officials in 2013 and the Employer's requirements.

A GIS shapefile and a spreadsheet containing the road segment information will be made available, together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH9.

The period of performance shall be 16 weeks.

The unit of measurement to undertake the inspections is a Carriageway.Km and shall include all costs for labour, transport, materials, all equipment, accommodation, subsistence and any other requirements to undertake the inspections.

30.04 : Data Collection – Structures

30.04 a) : Bridge Structures and

30.04 b) : Major Culvert Structures

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

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

The period of performance shall be 8 weeks.

The unit of measurement shall be the number of Bridges (30.04 a) and Major Culverts (30.04 b) and shall include full compensation for all labour, transport, materials, all equipment necessary to undertake the inspections, accommodation, subsistence costs and any other requirements to undertake the inspections.

30.05 : Data Collection – Traffic

30.05 b) : Manual Counts – 4 Way Intersection, and

30.05 d) : Manual Counts – 3 Way Intersection

The traffic counting shall be carried out in accordance with the stipulations of Draft TMH 3 & 8 as relevant by trained survey enumerators who will capture traffic data in a pre-defined format. Surveyors shall be positioned in a safe location while conducting the survey.

The traffic counts the selected survey stations shall be undertaken between the hours of 06:00 to 18:00 on days as specified by the Employer. The vehicle classification system shall be discussed with Employer before the survey starts. As guidance the classification shall be in line with TMH 14.

The period of performance shall commence after establishment and be completed within 6 months.

The unit of measurement shall be the intersection and will include full compensation for all labour, disbursement, and equipment necessary to undertake the traffic counts. Travel costs within the district and other subsistence costs – both pre-approved by the employer – are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

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

30.06 : Data Collection – Borrow Pit Management System

A Provisional Sum has been included for managing the appointment process of a materials laboratory and subsequent field testing of existing borrow pits and quarries. Expenditure under this item shall only be undertaken on written instruction of the Employer.

4000 : DATA ANALYSIS / VERIFICATION

40.01 : Road Network

40.01 a) : Paved Road Visual Condition

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

The data verification procedures as stipulated in the TMH22 Manual shall be applied before capturing the data in the RAMS.

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

40.01 e): Falling Weight Deflectometer (FWD)

Both normalized and raw deflection bowl data is to be captured to the RAMS within 4 weeks of completing the fieldwork. Prior to the data capture, the service provider's RAMS pavement engineer will undertake data integrity checks including, but not limited to:

- a) Confirmation of positional data integrity
- b) Review condition and other comments as noted during the field testing
- c) Check for non-decreasing deflections, ie deflections do not decrease as distance from the load increases
- d) Incomplete data
- e) Out of range deflections
- f) Integrity check on inventory data, ie positive and negative direction corresponds to GPS
- g) Load variations
- h) High deflection variation at same test point
- i) Deflection bowl "spikes"
- j) Cross check comparatively high (+97 percentile) and low (-3 percentile) with the other data for the same (or closest) position eg, visual condition images, crack detection, rutting etc

Refer to Draft TMH 13, Part F for additional requirements.

Unlike continuous deflection data, FWD testing is widely spaced and, as such, the discarding of suspect test point(s) can create significant gaps in the data set. The RAMS pavement engineer should use engineering judgement to manually adjust erroneous data if possible. Where adjustment is not possible, the Employer may instruct that these sections are re-measured at the service provider's cost.

Once the service provider's RAMS pavement engineer is satisfied with the data integrity he/she will issue a data verification certificate. Deflection data is to be issued in F25 and excel format, the latter inclusive of required normalization(s), deflection bowl parameters and structural number calculations.

The unit of measurement to undertake data analysis/verification is a Lane.Km and shall include all costs for labour, materials, equipment, verification/analysis of the deflections, re-measurement of road sections with incomplete or non-compliant data, quality management, and all other necessary undertake this task.

40.01 f) : Continuous Digital Imaging (Standard)

Continuous "standard" digital imaging shall be uploaded to the RAMS within 4 weeks of completing the fieldwork.

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Check images against other data source, eg ACD
- c) Compare random selection (+/- 5% of the images) to the visual condition as derived under 40.01 a)
- d) Check inventory details, eg road name/number, date, link/segment reference etc

Refer to Draft TMH 13, Part G for additional requirement.

Once the service provider's RAMS pavement engineer is satisfied with the data integrity he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Lane.Km and shall include all costs for labour, materials, equipment, upload and verification of the images, quality management, and all other necessary actions to undertake this task.

40.01 h) : IRI (International Roughness Index) – Class 1

The capture of Class 1 riding quality data to the RAMS is to be completed within 4 weeks of the data collection exercise

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Review comments "flags" noted during the field work
- c) Cross check very poor and very good sections against imaging data
- d) Cross check against rutting and transverse profile data
- e) Cross reference roughness measurements with texture/friction data
- f) Compare random selection (+/- 5% of the riding quality results) to the visual condition as derived under 40.01 a)
- g) Check inventory details, eg road name/number, date, link/segment reference etc

Refer to Draft TMH 13, Part C for additional requirements

Once the service provider's RAMS pavement engineer is satisfied with the data integrity he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Lane.Km and shall include all costs for labour, materials, equipment, upload and verification of the riding quality data, quality management, and all other necessary actions to undertake this task.

40.01 j) : Wheel path Rutting

The capture of wheel path rutting data to the RAMS is to be completed within 4 weeks of the data collection exercise

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Review comments "flags" noted during the field work
- c) Compare left and right wheel path per lane for anomalies

- d) Cross check against riding quality data
- e) Logical checks on improbable data e.g. 0mm rut depth or rutting exceeding 200mm
- f) Compare random selection (+/- 5% of the wheelpath rut results) to the visual condition (40.01 a)
- g) Check inventory details, eg road name/number, date, link/segment reference etc

Refer to Draft TMH 13, Part D for additional requirements

Once the service provider's RAMS pavement engineer is satisfied with the data integrity he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Lane.Km and shall include all costs for labour, materials, equipment, upload and verification of the rutting data, quality management, and all other necessary actions to undertake this task.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, disbursements, materials, equipment, measuring the wheelpath rutting, calibration and verification costs plus other necessary items to undertake this task.

40.01 I) : Macro Texture

Macro texture measurements shall be uploaded to the RAMS database within 4 weeks of the data collection for this item being concluded

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Review comments "flags" noted during the field work
- c) Compare left and right wheelpath texture and mean profile depth against each other for anomalies
- d) Cross check against imaging data and friction data
- e) Compare random selection (+/- 5% of texture results) to visual condition as derived under 40.01 a)
- f) Check inventory details, eg road name/number, date, link/segment reference etc
- g) If required by the Employer, manual texture depth measurements will also be undertaken

Refer to Draft TMH 13, Part E for additional requirements

Once the service provider's RAMS pavement engineer is satisfied with the data integrity he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Lane.Km and shall include all costs for labour, materials, equipment, upload and verification of the macro texture data, quality management, and all other necessary actions to undertake this task. Should manual texture measurements be required, the service provider will claim payment under Section 60.01 a) to d) – this with prior approval. Manual texture measurements shall comply with the test method in SANS 3001 – BT11:2012.

40.01 o) : Response Type Roughness Meter - Class 3

The capture of Class 3 un-surfaced road riding quality data to the RAMS is to be completed within 4 weeks of the data collection exercise

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Review comments "flags" noted during the field work
- c) Cross check very poor and very good sections against imaging data
- d) Compare random selection (+/- 5% of the roughness measurements) to the visual condition as derived under 40.01 a)
- e) Check inventor
- f) y details, eg road name/number, date, link/segment reference etc.

Refer to Draft TMH 13, Part C for additional requirements

Once the service provider's RAMS engineer is satisfied with the data integrity, he/she will issue a data verification certificate.

The unit of measurement to undertake the data analysis/verification is a Lane-Km and shall include all costs for labour, materials, equipment, upload and verification of the riding quality data, quality management, and all other necessary actions to undertake this task.

The unit of measurement to undertake this testing will be a Lane-Km and shall include all costs for labour, disbursements, materials, equipment, taking the roughness measurements, calibration and verification costs plus other necessary items to undertake this task.

40.01 q) : Road Safety Assessments

The road safety field appraisals data is to be uploaded to the RAMS Road Safety Management module or to proprietary software as specified by the Employer within four weeks of completion of an appraisal. Prior to this, a quality audit may be undertaken by the Employer on a random selection of 5% of the safety appraisals to verify the original findings.

The unit of measurement to undertake this task is a Carriageway-Km and shall include all costs for labour, materials, equipment, and processing the safety appraisal data.

40.01 s) : Panel Inspections – Paved Roads

Following the capture and verification of the assessment data, a schedule of the preliminary remedial interventions, as identified by the processing algorithms and subsequent prioritization/optimization analysis, is to be compiled for panel inspection purposes - refer Draft TMH 22. The schedule is to cover +/- 10% of the paved and 10% of the unpaved network with road sections being representative of the condition of the network in terms of the spectrum of surface types, traffic, Condition Index and preliminary remedial intervention. The purpose of the panel inspection is to verify (and if necessary adjust) processing algorithms and the prioritized

maintenance plans. The panel shall be made up of the RAMS engineer/manager, RAMS pavement engineer, and representatives from the Employer.

In addition to verifying / amending visual condition data for the roads and structures, automated road condition data will also be checked where possible, eg, rut depths, texture, riding quality.

The unit of measurement for taking part in panel inspections will be the person hour and will include all labour, material, equipment and disbursement costs including the provision of a 10 seat minibus for maximum of 5 days. Should overnight accommodation and subsistence be required (pre-approved by the employer) this is to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

40.01 v) : Unpaved Road Visual Condition

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

The data verification procedures as stipulated in the TMH22 Manual shall be applied before capturing the data in the RAMS.

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

40.01 w) : Ancillary asset Inventory and Inspection

The capturing of the data data to the RAMS is to be completed within 8 weeks of the field work being concluded.

The data verification procedures as stipulated in the TMH22 Manual shall be applied before capturing the data in the RAMS.

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

40.01 x) : Panel Inspections – Unpaved Roads

Following the capture and verification of the assessment data, a schedule of the preliminary remedial interventions, as identified by the processing algorithms and subsequent prioritization/optimization analysis, is to be compiled for panel inspection purposes - refer Draft TMH 22. The schedule is to cover +/- 10% of the paved and 10% of the unpaved network with road sections being representative of the condition of the network in terms of the spectrum of surface types, traffic, Condition Index and preliminary remedial intervention. The purpose of the panel inspection is to verify (and if necessary adjust) processing algorithms and the prioritized maintenance plans. The panel shall be made up of the RAMS engineer/manager, RAMS pavement engineer, and representatives from the Employer.

In addition to verifying / amending visual condition data for the roads and structures, automated road condition data will also be checked where possible, eg, rut depths, texture, riding quality.

The unit of measurement for taking part in panel inspections will be the person hour and will include all labour, material, equipment and disbursement costs including the provision of a 10 seat minibus for maximum of 5 days. Should overnight accommodation and subsistence be required (pre-approved by the employer) this is to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

40.01 y) : Update RISFSA/RCAM Classification

The existing RISFSA/RCAM Classification are to be reviewed and updated to of TRH26: South African Road Classification Access Management Manual 2012.

The unit of measurement to undertake this task is Carriageway-Km and shall include all costs for labour, materials, equipment, and capturing the data.

40.02 : Structures

40.02 a) : Bridge Structures

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

The same accredited bridge assessors who undertook the field work will be used to capture the data to the BMS.

So as to mitigate errors in the data, the following quality control procedures are to be followed:

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

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

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

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

40.02 b) : Major Culvert Structures

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

The same accredited bridge and/or major culvert inspectors who undertook the field work will be used to capture the data to the BMS.

So as to mitigate errors in the data, the following quality control procedures are to be followed:

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

- c) Integrity check on inventory data.
- d) Panel Inspections on 10% of the minor structures network (refer 40.01 s).

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

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

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

40.02 c) : Panel Inspections – Bridges and

40.02 d) Panel Inspection – Major Culverts

Following the capture and verification of the assessment data, a schedule of the preliminary remedial interventions, as identified by the processing algorithms and subsequent prioritization/optimization analysis, is to be compiled for panel inspection purposes - refer Draft TMH 22. The schedule is to cover +/- 10% of the bridges and 10% of the major culverts. The purpose of the panel inspection is to verify (and if necessary adjust) processing algorithms and the prioritized maintenance plans. The panel shall be made up of the Structures Manager, and representatives from the Employer.

The unit of measurement for taking part in panel inspections will be the person hour and will include all labour, material, equipment and disbursement costs including the provision of a 10 seat minibus for maximum of 5 days. Should overnight accommodation and subsistence be required (pre-approved by the employer) this is to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

40.03 : Traffic

Traffic data obtained from the automated, manual and weigh in motion surveys is to be captured to the TMS of the RAMS.

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

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

Draft TMH 3 provides specifications data quality management.

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

40.04 : Borrow Pit Management System Laboratory Results Analysis

A Provisional Sum has been included for the analysis and data capture of laboratory results emanating from the borrow pit and quarry field investigations under item 30.06.

RAMS pavement engineer will undertake data integrity checks including, but not limited to:

- Positional cross check of the borrow pit / quarry co-ordinates with GIS
- Check contradictory test results
- Check that the field work has been undertaken in terms of the specifications

Once the service provider's RAMS engineer is satisfied with the data integrity he/she will issue a data verification certificate. Following the data verification, an analysis of the laboratory results shall be undertaken with the following outputs being required:

- a) Co-ordinated Borrow Pit / Quarry diagram
- b) Quantity of material remaining in the source
- c) Type and quality of material

The above, in addition to the actual test results, shall be captured to the BPMS module of the RAMS. Expenditure under this item shall only be undertaken on written instruction of the Employer.

5000 : REPORTING

50.01 : Road Network

50.01 a) : Paved Road Network



Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared within 6 weeks on the status quo of the paved (flexible, concrete and block pavements) road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, optimization analysis, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects.

The report will include current unit rates and validate the planned budget expenditure illustrating how proposed rehabilitation and maintenance plans will improve the condition of the paved road network and mitigate risk. The content of the annual Paved Road Network Report will include, but not limited to:

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures

- Detailed Discussion on results of Instrument/Automated Survey
 - Deflection
 - Riding Quality
 - Rutting
 - Texture
 - Inspection Results in terms of Condition Index, Prevalent Modes of Distress and Trends
 - Prioritisation and Optimization Analysis
 - Discussion on Identified Remedial Interventions and Trends
 - Summary of Maintenance/Rehabilitation/Improvement Needs
 - Economic Analysis and Budgetary Requirements
 - Asset Register
 - Proposed Emergency Projects
 - Critical Route Identification
 - Special Inspections Required
 - Future Surfaced Road Network Inspections
-
- Appendix A: Surface Road Inventory and Updates
 - Appendix B: Photographs
 - Appendix C: Priority Listings
 - Appendix D: Optimisation Results
 - Appendix E: Remedial Intervention Algorithms and Indices Calculations
 - Appendix F: Repair Measure Listings: Routine Maintenance
 - Appendix G: Repair Measure Listings: Periodic Maintenance
 - Appendix H: Repair Measure Listings: Special Maintenance
 - Appendix I: Repair Measure Listings: Rehabilitation and Improvement
 - Appendix J: Budgets and Economic Analysis
 - Appendix K: Asset Register
 - Appendix L: Emergency Interventions
 - Appendix M: Specialist Inspections
 - Appendix N: Future Inspections
 - Appendix O: Panel Inspection and Quality Control
 - Appendix P: GIS Maps indicating Condition and Remedial Action Requirements

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

50.01 b) : Unpaved Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared within 6 weeks on the status quo of the unpaved (gravel, earth and tracks) road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance/rehabilitation and upgrading strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations and emergency interventions. The report will include updated unit rates and validate the planned budget expenditure and illustrate how the proposed rehabilitation, maintenance and upgrading plans will improve the overall condition of the unsurfaced road network and mitigate risks.

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

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
- Inspection Results in terms of Condition Indices and Trends
- Prioritisation Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Unsurfaced Road Network Inspections

Appendix A: Unsurfaced Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Remedial Intervention Algorithms and Indices Calculations

Appendix E: Repair Measure Listings : Routine Maintenance

Appendix F: Repair Measure Listings : Periodic Maintenance

Appendix G: Repair Measure Listings : Special Maintenance

Appendix H: Repair Measure Listings : Rehabilitation and Improvement

- Appendix I: Budgets and Economic Analysis
- Appendix J: Asset Register
- Appendix K: Emergency Interventions
- Appendix L: Specialist Inspections
- Appendix M: Future Inspections
- Appendix N: Panel Inspection and Quality Control
- Appendix O: GIS Maps indicating Condition and Remedial Action Requirements

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

50.01 e) : Safety Assessments

Upon completion of the safety appraisal data acquisition, data verification and uploading of the data to the RAMS / specified system, a network report is to be prepared within 6 weeks on the status quo of the road network in terms of safety.

The report will discuss, inter alia, current road condition, identification of risks associated with identified safety problems, remedial measures, costs and emergency projects. The report will validate the safety audit procedures and illustrate how the assessments will improve road safety and mitigate risks.

The network report may, on instruction by the Employer, be prepared for each LMA. The network report will include sections for each route on which an appraisal was conducted. The minimum content of the Road Safety Appraisal Network Report will include, but not necessarily be limited to the requirements contained in the South African Road Safety Audit Manual – 2012.

The unit of measurement to undertake the reporting will be a Lump Sum per network report and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the Draft Report, presenting the Draft Report to the Employer as instructed, and upon approval preparing a Final Report, printing 5 paper copies and 2 electronic copies on CD.

50.02 : Structures

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, a network report is to be prepared within 6 weeks on the status quo of the bridge and major culvert structures. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects.

The report will validate the planned budget expenditure and illustrate how the proposed rehabilitation and maintenance plans will improve the overall condition of the structures network and mitigate potential risks.

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

- Executive Summary
- Introduction and Terms of Reference
- Structures Inspected

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

Appendix A: Structures Asset Register

Appendix B: Structures Inventory

Appendix C: Photographs

Appendix D: Priority Listings

Appendix E: Repair Measure Listings: Routine Maintenance

Appendix F: Repair Measure Listings: Periodic Maintenance

Appendix G: Repair Measure Listings: Special Maintenance

Appendix H: Repair Measure Listings: Rehabilitation and Improvement

Appendix i: Current and Required Budgets

Appendix J: Emergency Interventions

Appendix K: Specialist Inspections

Appendix L: Future Inspections

Appendix M: GIS Maps of Structures



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

50.03 : Traffic

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS/specified system a network report is to be prepared within six weeks on the status quo of the road network in terms of traffic use. The report will discuss current traffic volumes, growth and reduction trends.

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

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

- Traffic Growth / Reduction
- Identification of Strategic/Major Routes
- Conclusions and Recommendations

Appendix A: Traffic Counting Stations

Appendix C: Photographs

Appendix D: Detailed Total Traffic Statistics

Appendix E: Detailed Heavy Vehicle Traffic Statistics

Appendix F: Road Link Volumes

Appendix G: Volume / Capacity Ratio

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

Appendix I: GIS Maps Illustrating Link Volumes

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

Appendix K: GIS Maps Illustrating Route Volumes

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

50.04 : Borrow Pit Materials Management

Upon completion of field work, materials testing, test result verification and uploading of the data to the RAMS BPMMS, a network report is to be prepared within 6 weeks on the status quo of the Employer's borrow pits and quarries. The report will discuss, inter alia, number and location of borrow pits and hard rock quarries, DME and DEAT licensing, laboratory test results, material type, quantity and quality, materials usage, new borrow pit / quarries identified and borrow pits / quarries to be closed together with rehabilitation plans.

The minimum content of the annual Borrow Pit Management Report will include, but not be limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Borrow Pits Investigated
- Quarries Investigated
- Compliance Issues (DME and DEAT)
- Discussion on field sampling
- Discussion on laboratory testing and quality control
- Quality, Quantity and Type of Materials
- Usage
- New Materials Sources
- Closure and Rehabilitation of Existing Borrow Pits and Quarries
- GIS Maps
- Laboratory Test Results
- Discussion of rehabilitation requirements

50.05 : Asset Register

Upon completion of the FULL data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared within 6 weeks on the status quo of the Road Network Asset Register. The report will be comprehensive and fully compliant with the GRAP 17 stipulations and will report on, inter alia, current component valuation, replacement cost, valuation/replacement ratios, discount rates and net present values, valuation trends and other statistics as required.

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

50.06 : Road Asset Management Plan (RAMP)

The Employer's annual Road Asset Management Plan report is also to be compiled within 6 weeks in terms of the requirements as stipulated by the National Department of Transport and the TMH22 (Appendix J-10).

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

50.07 : Road Maintenance Plans for Local Municipalities

A Road Maintenance Plan is to be compiled for each Local Municipality in terms of the Employer's requirements.

This task will involve all activities associated with the development of Road and Stormwater Maintenance Plans. The individual maintenance plans for each of the seven (7) Local Municipalities are to be prepared as these Municipalities adds value to healthy living in Sarah Baartman District through the provision of sustainable roads and stormwater services of high quality. The goals are to ensure safe stormwater and drainage environment and to provide stormwater infrastructure development and maintenance.

The Municipalities are responsible for planning, providing and maintaining their municipal roads and stormwater infrastructure to facilitate economic growth and social development, promote traffic safety, improve traffic flow, and alleviate traffic congestion.

The contents of the plan will include, but not be limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Road Maintenance Policy
- Operational Descriptions
- Description of Work
 - Routine Maintenance
 - Periodic Maintenance
 - Special Maintenance
 - Rehabilitation

- Upgrading/ Improvements
- Proposed Resources
- Financial Requirements

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

50.08: Business Plans for Local Municipalities

A Business Plan is also to be compiled for each Local Municipality in terms of the requirements as stipulated by the Employer.

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

50.09: Road and Stormwater Master Plans for Local Municipalities

A Road and Stormwater Master Plan is also to be compiled for each Local Municipality in terms of the Employer's requirements.

This task will take into account of the status quo evaluation of the road and stormwater systems already in place, an engineering determination of the required elements of the road and stormwater systems; and a prioritisation of projects required to manage, complete and maintain the road and stormwater scheme(s) in the short, medium and long term.

Each Local Municipality within Sarah Baartman District need to have its own Road and Stormwater Master Plans and the purpose of the Master Plan is ensuring the preservation of the road network; protecting investment and promoting road safety; improving access to communities; and promoting non-motorised transport. The contents of the Master Plan will include, but not be limited to the following:

- Executive Summary
- Introduction
- Objectives of the Road and Stormwater Master Plan
- Roads Infrastructure
- Stormwater Infrastructure
- Technical Criteria
- Backlog and Future Requirements
- Project List
- Financial Requirements
- Conclusion

One of the principles on which stormwater management is based is the need to protect the health, welfare and safety of the public and to protect property from flood hazards by safely routing and discharging stormwater.

A Provisional Sum has been included for this item, and expenditure shall only be undertaken on written instruction of the Employer.

50.10 : District Integrated Transport Plan (ITP) – Review and Update

The District Integrated Transport Plan (ITP) is also to be reviewed and updated in terms of the Employer's requirements.

The District Integrated Transport Plan shall be an update of the Sarah Baartman District Municipality's 2015/16 District Integrated Transport Plan (ITP) Review. The 2015/16 DITP update was prepared in terms of the National Land Transport Act 2009, for the period 2015 – 2016.

The update document must be prepared in terms of the National Land Transport Act, 2009 (Act 5 of 2009) (hereafter referred to as the Act) and address the 2020 to 2025 five-year period.

The broad principles of this plan are to accelerate existing transport plans and maximise existing transport infrastructure; to improve public transport services and to accelerate the implementation of government's economic and sustainable development policies. The contents of the plan will include, but not be limited to the following:

- Executive Summary
- Introduction
- Transport Vision and Objectives
- Summary of the Transport Register
- Spatial Development Framework
- Transport Needs Assessment
- Public Transport Plan
- Transport Infrastructure Strategy
- Freight Logistic Strategy
- Other Transport Related Strategies (e.g. NMT, Law Enforcement, Tourism)
- Summary Of Local Integrated Transport Plans
- Funding Strategy, Proposals and Programs
- Consultation, Marketing, Communication

A Provisional Sum has been included for this item, and expenditure shall only be undertaken on written instruction of the Employer.

50.11 : Ancillary Assets Inventory and Inspections

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, a network report is to be prepared on the status quo of the ancillary assets. The report will discuss, inter alia, current condition, deterioration, trends, maintenance strategies/plans, prioritization of maintenance, budget needs, emergency interventions and improvement projects.

The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the reports,

printing 5 paper copies of each report, 2 electronic copies of each report on CD in both *.pdf and *.doc format and presenting the reports to the Employer as instructed.

50.12 : TMH18 Data Files

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, the data is to be formatted into the required TMH18 files within 4 weeks.

The unit of measurement to undertake this will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the TMH18 electronic files and presenting the files to the Employer as instructed.

50.13 : Monthly Reports

Monthly progress reports is to be prepared as required by the National Department of Transport.

The unit of measurement to undertake these reports will be a Lump Sum for all the reports per annum and shall include all costs compiling the reports.

50.13 : Quarterly Reports

Quarterly progress reports is to be prepared as required by the National Department of Transport.

The unit of measurement to undertake these reports will be a lump sum for all the reports per annum and shall include all costs compiling the reports.

6000 : ADDITIONAL SERVICES

60.01 : Attend Meetings

Project meetings shall be held monthly at the Sara Baartman District Municipal offices. The unit of measurement to attend these regular meetings will be the Person Hour and shall include all costs for labour, materials, equipment, disbursements and travel, compiling of the meeting agenda, preparing Minutes and circulating such. All of the Service Provider's Key Persons (except the bridge / culvert inspector's and the paved / unpaved roads assessors), as listed in the Contract Data, are required to attend these meetings.

60.02 a): Ad-hoc Support: Category A Staff

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

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

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

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

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

60.02 c): Ad-hoc support: Category C Staff

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

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

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

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

60.03 : Strategic Support

This task will involve all activities associated with reviewing and assessing RAMS operations of data collection, evaluation, interpretation and decision support at a high level to maximize the cost / benefit of the system and the appropriateness of the information generated. The Service Provider will provide advice at strategic level in terms of improving the RAMS capabilities and operational effectiveness and will be responsible for reviewing annual reports for institutional and legislative compliance.

A Provisional Sum has been included for payment purposes but expenditure under this item shall only be undertaken on written instruction of the Employer.

60.04 : Training and Skills Transfer

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

The training sessions will include the following topics:

- COTO TMH9 : Manual for Visual Assessments (flexible, rigid, semi-rigid and un-surfaced roads)
- COTO TMH22 : Road Asset Management Manual
- COTO TMH19 : Manual for the Visual Inspection of Road Structures (Part A and B)
- COTO TMH3 and TMH8 : Manuals for Traffic Monitoring
- COTO TMH13 : Automated Road Condition Assessments
- COTO TMH18 : Manual for Road Asset Data Electronic Exchange Formats

The training programmes must include theoretical and practical sessions and continuing professional development. For the road and structures assessment training, include formal testing for accreditation purposes.

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

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

7000 : DISBURSEMENTS

70.01 : Travel

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

70.02 : Accommodation

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

All prices quoted shall be VAT inclusive.

PRICING

For a detailed pricing schedule – **PRICING SCHEDULE.**

AWARD

The award will be made to one service provider.

EVALUATION PROCESS

The bids will be evaluated on the following processes: the bids will be evaluated on functionality and preference in terms of the **80/20**-point system.

Bids that do not meet a functionality assessment of 80% will not be considered further or advance to the financial assessment.

Assessment of functionality

The assessment of functionality will be done in terms of the evaluation criteria. A bid will be disqualified if it fails to meet the minimum threshold of 80% for functionality as per the bid invitation and will not proceed to the of evaluation.



Functionality Criteria

Criteria to be used for functionality:

Criteria	Maximum points
Experience of Company on Rural Road Asset Management System	40
Qualifications and expertise of key personnel	35
Methodology	25
TOTAL	100

REFER BELOW FOR SCORING CRITERIA AND POINTS ALLOCATION

1. EXPERIENCE OF COMPANY IN RURAL ROAD ASSEST MANGEMENT SYSTEM PROGRAMME

Relates to the number of projects where the bidder has provided Rural Road Asset Management System (RRAMS) services in South Africa within the past ten (10) years. Bidders must submit signed reference letters together with appointment letters on the client’s official letterhead, clearly indicating the type of RRAMS services performed, such as road and bridge condition assessments, road inventory verification, traffic counts, road safety audits, and stormwater management planning, as well as the contract period or assignment timeframe. Failure to submit the appointment letters and reference letter, no points will be allocated.

Criteria	Description	Number of projects	Score
Experience of Company on Rural Road Asset Management System	Bidders must demonstrate proven expertise in the implementation of Rural Road Asset Management Systems (RRAMS) and the assessment of municipal road and bridge infrastructure. The required experience should include road network and bridge condition assessments, preparation of stormwater management plans, and the undertaking of road safety audits.	6 or more projects	40
		3-5 projects	25
		Less than 3 projects	10

THE FOLLOWING INFORMATION MUST BE COMPLETED TO FACILITATE THE EVALUATION OF FUNCTIONALITY.

- Number of years that the company has been operating in the Rural Road Asset Management System
No of years

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Provide details where rural roads asset management system (RRAMS) services have been performed in South Africa within the past 10 years

Client's Name	Contact Name	Contact Number	Contract Period (Start and End dates)

Should additional space be required please complete and attach with proper page referencing. Appointment and reference letters must be attached.

2. EXPERIENCE OF PROJECT TEAM ASSIGNED TO THE PROJECT

Key Personnel



Provide project organogram clearly indicating key personnel linked according to the job responsibilities. The organogram must clearly indicate each personnel's qualification and relevant professional experience. The experience relates to the number of years post professional registration. Organogram linked to personnel and responsibilities on the project (Attach CVs and Certified Proof of Registration with relevant Professional Body):

Position	Status/ Qualification	Experience	Weight
Project Manager/ Director	Pr. Eng / Pr. Tech Eng ECSA	10 years or more	10
		4-9 years	3
		Less than 4 years	1
Pavement Project Manager	Pr. Eng / Pr. Tech Eng ECSA	7 years or more	10
		4-6 years	3
		0-3 years	1
Structures Project Manager	COTO Accredited Senior Bridge Inspector Pr. Eng / Pr. Tech Eng ECSA	7 years or more	7
		4-6 years	3
		0-3 years	1
GIS Specialist	Pr. Eng / Pr. Tech Eng SAGC	7 years or more	4
		4-6 years	3
		Less than 3 years	1
Traffic Engineering and Transport	Pr. Eng / Pr. Tech Eng ECSA or equivalent	5 years or more	4
		4 - 2 years	3

Planning Project Manager		Less than 2 years	1
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THE FOLLOWING INFORMATION MUST BE COMPLETED TO FACILITATE THE EVALUATION OF FUNCTIONALITY.

Name	Position	Qualification	Years of experience

CVs and Certified Proof of Registration with relevant Professional Body must be submitted

Methodology

The methodology must outline the technical approach to the proposed Scope of Work. The Tenderer should clearly articulate:



Criteria	Description	Technical Approach	Weight
	The bidder must provide a clear and structured methodology outlining: <ul style="list-style-type: none"> • how the RRAMS programme will be implemented from inception to completion, including planning and review of existing data. (5 Points) • detailed implementation schedule. describing methods for data collection covering road inventory, condition assessments, stormwater and bridge infrastructure, and traffic counts, aligned with TMH and TRH standards. (5 Points) • how data will be validated, processed, and integrated into the RRAMS system to support road classification (RCAM), maintenance prioritisation, and lifecycle planning (5 points) • how data will be analysed and translated into practical engineering recommendations and reports. (5 points) • project management arrangements, resource allocation, risk management, stakeholder engagement, and compliance with Division of Revenue Act (DoRA) requirements. (5 points) 		25

PREFERENCE POINTS SYSTEMS

Only those qualifying Bids will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price (VAT inclusive) and a maximum of 10 points allocated for locality and a maximum of 10 for points allocated for B-BBEE status level of contribution as follows:

Points allocated for B-BBEE Status Level of Contribution

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

NB: In order to claim for these points, Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims.

Points allocated for Locality

Locality	Procurement under 80/20
	Points
Within the Sarah Baartman District Municipality’s area of jurisdiction	10
Within the Eastern Cape province	8
Within South Africa	5
Outside South Africa	1

GENERAL REQUIREMENTS

The bidder is required to furnish full details requested on the bid forms. All rates tendered shall be inclusive of Value Added Tax.

COMPLETENESS OF THE BID INFORMATION

The SBDM may request clarification or additional information regarding any aspect of the bid. The applicant must supply the requested information within 48 hours after the request has been made.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope, clearly marked “**BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS**” must be placed in the tender box, situated on the 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, by no later than 12h00 noon on **Friday, 17 July 2026**. Thereafter the bids will be opened in public in Committee Room No. 1, 6th Floor, 32 Govan Mbeki Avenue, Gqeberha. The only or lowest bid shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

Late, telephonic, faxed and electronic bids will not be accepted.

TECHNICAL ENQUIRIES

Technical enquiries about the project shall be directed to the Project Manager, details below.

Ms. Sinovuyo Nondlazi
32 Govan Mbeki Avenue
Gqeberha
6001
Telephone: 041 508 7335
Email: snondlazi@sbdm.co.za



PART 2.2 - PRICING SCHEDULE

Name of Bidder:	Bid Number: 12/2026
Closing Time: 12:00	Closing Date: 17 July 2026

1. Instructions

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 Scope of Works.

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

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

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

Provisional Sum: An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

Prime Cost: Is 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 cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

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 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.

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 Scope of Works and Contract 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.

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 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 and Scope of Works for more detailed information regarding the extent of work entailed under each item.

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.

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

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

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A tender shall 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.

All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

Arithmetical errors in the schedule of prices will be corrected in accordance with Clause F3.9 of the Standard Conditions of Tender.

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

All the below prices/rates are firm for the full period of contract, and must include VAT

Bidders are required to indicate a **TOTAL CONTRACT PRICE** including travel, accommodation, disbursements, etc.,

R _____



BILL OF QUANTITIES



BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RRAMS THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

ITEM	DESCRIPTION	UNIT	2026/27			2027/28			2028/29			TOTAL AMOUNT
			QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	QTY	RATE	AMOUNT	
1000	RAMS SYSTEM IMPLEMENTATION											
10.01	New RAMS System Installation	Sum	1									
10.02	Existing System Familiarisation	Person Hr.	80									
10.03	Existing System Upgrade	Person Hr.	160			160			160			
2000	NETWORK INVENTORY											
20.02	Update Road Network Information Module (RNIM)	Person Hr.	120			320			80			
20.04	Update Bridge Inventory (BMS)	Person Hr.				80						
20.05	Create Borrow Pit Inventory (BPMS)	Person.Hr	80									
20.07	Update/Review Traffic Count Stations	Person.Hr							80			
3000	FIELD DATA ACQUISITION											
30.01	Establishment and De-establishment											
30.01 i)	Visual Assessment Personnel – Paved Roads	Sum				1						
30.01 l)	Visual Assessment Personnel – Unpaved Roads	Sum				1						
30.01 m)	Visual Inspection Personnel - Bridges	Sum				1						
30.01 n)	Visual Inspection Personnel - Major Culverts	Sum				1						
30.01 o)	Traffic Enumerators	Sum							1			
30.01 p)	Road Safety Assessment Personnel	Sum	1									
30.01 q)	Ancillary Asset Personnel	Sum	1									
30.02	Traffic Control											
30.02 d)	Bridge Inspections	Sum				1						
30.02 e)	Traffic Counting Personnel	Sum							1			

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30.02 f)	Road Safety Assessments	Sum	1									
30.02 i)	Major Culvert Inspections	Sum				1						
30.02 j)	Paved Roads Visual Assessments	Sum				1						
30.02 k)	Unpaved Roads Visual Assessments	Sum				1						
30.02 l)	Ancillary Asset Inventory and Assessments	Sum	1									
30.03	Data Collection – Road Network											
30.03 p)	Road Safety Assessments (At a facility or hazardous location)	No	100									
30.03.s)	Paved Roads Visual Condition Assessments	C'way. km				1050						
30.03 t)	Unpaved Roads Visual Condition Assessments	C'way. km				800						
30.03 u)	Ancillary Asset Inventory and Inspections	C'way. km	1850									
30.04	Data Collection – Structures											
30.04 a)	Bridge Structures	Number				10						
30.04 b)	Major Culvert Structures	Number				25						
30.05	Data Collection – Traffic											
30.05 b)	Traffic Counts: Manual - 4 Way Intersection	Number							40			
30.05 d)	Traffic Counts: Manual - 3 Way Intersection	Number							60			
30.06	Data Collection - Borrow Pit Management System Appointment and field testing management of materials laboratory	Prov. Sum	1	R50 000	R50 000.00	1	R50 000.00		1	R50 000	R50 000.00	R100 000.00
4000	DATA ANALYSIS / VERIFICATION											
40.01	Road Network											
40.01 a)	Paved Visual Condition	C'way.km				1050						

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40.01 q)	Road Safety Assessments (At a facility or hazardous location)	No	140									
40.01 s)	Panel Inspection: Paved Roads	Person Hr				40						
40.01 v)	Unpaved Visual Condition	C'way.km				800						
40.01 w)	Ancillary Assets Inventory and Inspections	C'way.km	1850									
40.01 x)	Panel Inspection: Unpaved Roads	Person Hr				40						
40.01 y)	Update RISFSA/RCAM Classification	C'way.km				1850						
40.02	Structures											
40.02 a)	Bridge Structures	Number				10						
40.02 b)	Major Culvert Structures	Number				25						
40.02 c)	Panel Inspection: Bridges	Person.hr				16						
40.02 d)	Panel Inspection: Major Culverts	Person.hr				16						
40.03	Traffic	Sum							1			
40.04	Borrow Pit Management System laboratory results	Prov. Sum	1	R50 000	R50 000.00	1	R50 000.00	R50 000	1	R50 000	R50 000	R150 000.00
5000	REPORTING											
50.01	Road Network											
50.01 e)	Safety Assessment (per Local Municipality)	Report	7									
50.02	Structures (Bridges and Major Culverts) (for DM)	Report				1						
50.03	Traffic (per Local Municipality)	Report							7			
50.04	Borrow Pit Management (per Borrow Pit)	Report	1			1			1			
50.05	Asset Register (per Local Municipality)	Report	7			7			7			
50.06	Road Asset Management Plan (RAMP)	Sum	1			1			1			
50.07	Road Maintenance Plans (per Local Municipality)	Report				7						
50.08	Business Plans (per Local Municipality)	Report							7			

TENDER SUMMARY	
BID NO: 12/2026	
PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPALITY AREA	
DESCRIPTION	AMOUNT
Totals of Pricing Schedule of Rates Brought Forward :	
Schedule YEAR 1 (26/27 Financial Year)	
Schedule YEAR 2 (27/28 Financial Year)	
Schedule YEAR 3 (28/29 Financial Year)	
SUB-TOTAL 1	
ADD 10% CONTINGENCIES	
SUB- TOTAL 2	
Add: VAT (15% of SUBTOTAL)	
TOTAL CARRIED FORWARD TO FORM OF OFFER (C1.1)	

NB: Items marked with * will be priced per single item. Actual quantities will be determined on implementation.

Tenderer must fill in a rate against all the items listed above. The intention is that these rates will be used to claim for reimbursements provided for elsewhere as provisional sums
 Travel and accommodation claims must be accompanied by proof of actual expenditure. The lowest of the above rates and actual may be claimed.

The above rates must be all inclusive, and be in line with SBDM’s Cost Containment Policy, paragraph 7.6. (available on municipal website). Travel and accommodation claims must be accompanied by proof of actual expenditure. The lowest of the above rates and actual may be claimed.

**PART 3 – SCHEDULE B
BID FORM AND IMPORTANT CONDITIONS**

- 1 I/We hereby Bid to supply all of the supplies and/or to render all or any of the services described in the attached documents to the Sarah Baartman District Municipality on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

- 2 I/We agree that:
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Bid Adjudication Committee during the validity period indicated and calculated from the closing time of the Bid.

 - (b) this Bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of contract and Preference Certificate with which I am/we are fully acquainted.

 - (c) if I/we withdraw my/our Bid within the period for which I/we have agreed that the Bid should remain open for acceptance, or fail to fulfill the contract when called upon to do so, the SBDM may without prejudice to its other rights, agree to the withdrawal of my/or Bid or cancel the contract that may have been entered into between me/us and the SBDM and I/we will then pay to the SBDM any additional expense incurred either to accept any less favorable Bid or fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bid and by the subsequent acceptance of any less favorable Bid, the SBDM shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other Bid or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other Bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit **as** security for any loss the SBDM may sustain by reason of my/our default;

 - (d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executant in the Republic (full address).

- 3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

- 4 I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

- 5 I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

- 6 I/We declare that I/we have no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or Bid (s) involved.

- 7 Are you duly authorized to sign the Bid? ***YES / NO**
- 8 Has the Declaration of Interest been duly completed and included with the other Bid forms? ***YES / NO**

***Delete whichever is not applicable**

SIGNATURE (S) OF BIDDER OR ASSIGNEE(S)
DATE:.....

Please complete the following in block letters

Capacity and particulars of the authority under which this Bid is signed

Name of Bidder

Postal Address

Telephone number(s)

Facsimile number(s)

Bid Number

Name of contact person



IMPORTANT CONDITIONS

1. Failure on the part of the Bidder to sign this Bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the Bid.
2. Bids should be submitted on the official forms and should not be qualified by the Bidder's own conditions of Bid. Failure to comply with these requirements or to renounce specifically the Bidder's own conditions of Bid, when called upon to do so may invalidate the Bid.
3. If any of the conditions on this Bid form are in conflict with any special conditions, stipulations or provisions incorporated in the Bid, such special conditions, stipulations or provisions shall apply.
4. This Bid is subject to the Supply Chain Management Regulations and the General Conditions and Procedures and subsequent amendments thereto and re-issues thereof.
5. Copies of the regulations are obtainable from the Sarah Baartman District Municipality Office of the Accountant SCM, 4th floor, Govan Mbeki Ave, Gqeberha.

MISCELLANEOUS REQUIREMENTS

1. The Bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The forms attached, shall be completed and submitted with the Bid.
3. Where items are specified in detail, the specifications form an integral part of the Bid document and Bids shall indicate in the space provided whether the items offered are to specification or not
4. With the exception of basic prices, where required, all prices shall be quoted inclusive of VAT in South African currency.



PART 4 – SCHEDULE C - PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2 The value of this Bid is estimated **not to exceed R50 000 000** (VAT inclusive) for a three-year period and therefore the **80/20** system shall be applicable.

1.3 Preference points for this Bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution and
- (c) Locality

1.3.1 The maximum points for this Bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
Total points for Price, B-BBEE and Locality must not exceed	100

1.4 Failure on the part of a Bidders to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (Certified Copy or Original) from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the Bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Failure on the part of a Bidders to fill in and/or to sign this form and submit Proof of Address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) to claim for specific goal of Locality, together with the Bid, will be interpreted to mean that preference points for Locality are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the municipality for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals and **“tender”** has a corresponding meaning;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“consortium or joint venture”** 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;
- 2.7 **“contract”** means the agreement that results from the acceptance of a bid by the Sarah Baartman District Municipality;
- 2.8 **“Functionality”** means the measurement according to predetermined norms, as set out in the tender specification, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of tender invitations, and includes all applicable taxes and excise duties
- 2.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.12 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- 2.13 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 2.14 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person;

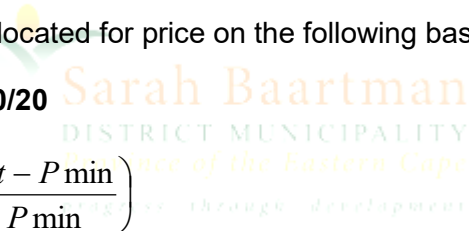
3. EVALUATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for specific goals.
- 3.5 If functionality is part of the evaluation process and two or more bidders score equal total points and equal specific goal points the contract must be awarded to the bidder that scored the highest points for functionality.
- 3.6 If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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



80/20

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

inclusive of all applicable taxes

Where

- Ps = Points scored for price of bid under consideration;
- Pt = Price of bid under consideration; and
- Pmin = Price of lowest acceptable bid.

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

5.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4
3	8	3
4	6	2
5	4	1
6	3	1
7	2	1
8	1	1
Non-compliant contributor	0	0

5.2 Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Bid.

5.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

B-BBEE Status Level of Contributor =.....

B-BBEE Points Claimed = (maximum of 10 points)

(Points claimed in respect of paragraph 5.6 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate (Certified Copy or Original) issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA) or a sworn affidavit for EME in the acceptable format as issued by the Department of Trade and Industry.

6. Points awarded for Locality

6.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for Locality are in accordance with the following table:

Locality	Procurement under 80/20	Procurement under 90/10
	Points	Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10	5
Within the Eastern Cape province	8	4
Within South Africa	5	3
Outside South Africa	1	1

6.2 Proof of address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) must be submitted to claim for preference points for Locality. In the event that the municipal account is in the name of the director, an affidavit must be done to that effect clearly stating the company name operating from the address. Information provided for Virtual offices will not be accepted.

6.3 A bidder failing to submit proof of required evidence to claim preferences points for locality will score 0 points for the specific goals.

6.4 POINTS FOR LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 6.1

Address of office dealing with the project.....

Locality Points Claimed = (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm.....

7.2 Company registration number:

7.3 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]

7.4 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 5.1 and 6.1, 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.

WITNESSES:

- 1.
- 2.

.....
SIGNATURE (S) OF BIDDER

ADDRESS OF BIDDER:
.....
.....
.....

PART 5 – SCHEDULE D - PARTICULARS OF BUSINESS

PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR

Business Name: _____

Trading Name: _____

SIRA Reg. No.: _____

CK 1. No.: _____

CK 2. No.: _____

VAT Reg. No.: _____

UIF No.: _____

Workman's Compensation No. : _____

Directorship / Ownership / Shareholding

Name	Identity No.	Gender	% Ownership

Company's Fixed telephone Line : _____

Company's Fixed Fax Line : _____

Mobile phone : _____

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RRAMS THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

Street Addresses of the registered offices

Head Office: _____

E-Mail : _____

Branches

1 _____

2 _____

3 _____

4 _____

Postal Address of the Head Office



.....
SIGNATURE OF (ON BEHALF OF) BIDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 6 - SCHEDULE E - DECLARATION OF INTEREST (MBD4)

1. No Bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Bid. In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**

3.1. Full Name of Bidder or his or her representative:

3.2. Identity Number:

3.3. Position occupied in the Company (director, trustee, shareholder²):

3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8. Are you presently in the service of the state? **YES / NO**

3.8.1. If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

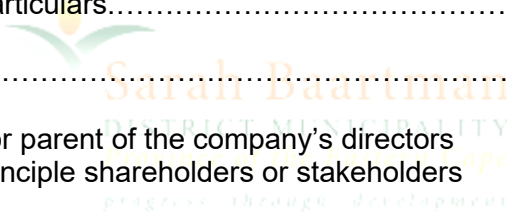
3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....



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

Note: The full details disclosed hereunder must correlate to “ownership information” as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number



.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

In the presence of:

1.

2.

CERTIFICATION OF CORRECTNESS

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature.....

Date.....

.....
Position

.....
Name of Bidder



PART 7 SCHEDULE F - TAX CLEARANCE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.
2. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT**.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.
4. 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.

A non-compliant tax status on the CSD will result in the bid not being awarded.



SCHEDULE G - DETAILS OF BIDDER'S NEAREST OFFICE

1. Physical address of Bidder:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by Bidder: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.



SCHEDULE H - FINANCIAL PARTICULARS

This schedule must be completed by the Bidder and submitted together with the Bid. If this requirement is not complied with in full the Bid may be considered invalid

Nature of Service: _____

Name of Bidder: _____

Number: **12/2026**

	<p><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the Bid amount as indicated in the completed Pricing Schedule</p> <p><u>(Part 2.2)</u></p> <p>I / we attach a letter from the financial Institution confirming the availability of financial resources or a letter confirming that I / we have applied for financial assistance and the financial Institution is willing to favorable consider our application.</p> <p>I / we hereby give the SBDM permission to contact the financial institution stated below to verify the information given above.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

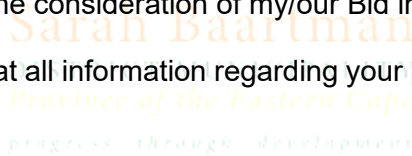
SCHEDULE I - LETTER OF CONSENT

**The Municipal Manager
Sarah Baartman District Municipality
P.O. Box 318
Gqeberha
6005**

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material SBDM and directly relevant to the consideration of our Bid. I /we SBDM grant my/our consent to such source to provide confidential information.
2. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the SBDM, would affect the consideration of my/our Bid in any way.
3. The SBDM wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.



Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the SBDM responsible for not considering my/our Bid.

Signature:

Date:

Witness:


Signature:

**SCHEDULE J:
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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



4 In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.

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

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RRAMS THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE K
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bid Document (MBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bid (or Bid rigging).² Collusive Bid is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Bid of any Bidder if that Bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Bid process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the Bid:

¹ Includes price quotations, advertised competitive Bids, limited Bids and proposals.

² Bid rigging (or collusive Bid) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Bid process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

in response to the invitation for the Bid made by **SARAH BAARTMAN DISTRICT MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign, the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a Bid in response to this Bid invitation;
 - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive Bid.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a Bid;
 - (e) the submission of a Bid which does not meet the specifications and conditions of the Bid; or
 - (f) Bid with the intention not to win the Bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.
- 9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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



.....
Signature Date
Sarah Baartman
DISTRICT MUNICIPALITY
Province of the Eastern Cape
.....
Position Name of Bidder
progress through data

SCHEDULE L
AGREEMENTS AND CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, 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:

Amount in Words.....
.....
\$..... (in figures).....

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

Signature: (of person authorised to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:

Telephone number: email address

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

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

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

Signature:

Name: (in capitals)

Capacity:

Name of Employer (organisation)

Address:

.....

Witness: Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:

2. **Subject:**
Details:

3. **Subject:**
Details:

4. **Subject:**
Details:

5. **Subject:**
Details:

6. **Subject:**
Details:



By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

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

.....
Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

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

Witness:

Signature:

Name:

Date:



SCHEDULE M - FORM OF BID AND DECLARATION

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

DECLARATION:

To: The Municipal Manager

Sarah Baartman District Municipality

Sir/Madam,

I/We, the undersigned:

- a) Bid to supply and delivery to the Sarah Baartman District Municipality all of the services described both in this and the other forms and schedules to this Bid.
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this Bid document, regarding delivery and execution.
- c) Further agree to be bound by the conditions, set out in Bid document, should this Bid be accepted.
- d) Confirm that this Bid may only be accepted by the Sarah Baartman District Municipality by way of a duly authorized Letter of Acceptance.
- e) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.
- f) Declare that, each page of the Bid document and amendments thereto will be initialled by the relevant authorized person in order for the document to constitute a proper contract between the Sarah Baartman District Municipality and the undersigned, on acceptance of the Bid by the Sarah Baartman District Municipality.

Signed at on this day of20....

Signature of Bidder.....

Name of Bidder

BID NO. 12/2026: PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RRAMS THE SARAH BAARTMAN DISTRICT MUNICIPAL AREA FOR A PERIOD OF THREE (3) YEARS

Domicilium address:

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

As witnesses:

1. Signature.....Name in Full.....

I.D. No.....

2. Signature.....Name in full.....

I.D. No.....

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the Bid.

PLEASE NOTE:

- *Each page of the Bid document and schedules thereto must be initialled by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Bidder.*
- *On acceptance of the Bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.*

SCHEDULE N - GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices



**THE NATIONAL TREASURY - GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

The purpose of this document is to:

- a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- c) The General Conditions of Contract will form part of all bid documents and may be amended.
- d) Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid and will supplement the General Conditions of Contract.

Wherever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

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 anything 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 goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets 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 to, acts of the purchaser in its sovereign capacity, wars or evolutions, 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.
- 1.16 **“Imported content”** means that portion of the Bid 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 goods covered by the Bid will be manufactured.
- 1.17 **“Local content”** means that portion of the Bid 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 Bid 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.
- 7.1 **“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 **“Supplier”** means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written” or “in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 Bid 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 Invitations to Bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

- 4.1 The goods supplied shall conform to the standards mentioned in the Bid 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 as 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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 Bid 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the Bid 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. INSURANCE

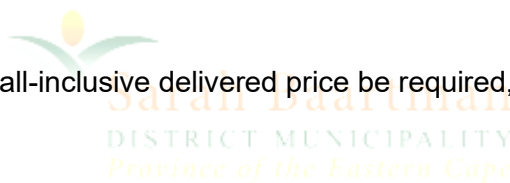
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

1. TRANSPORTATION

- 1.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

2. INCIDENTAL SERVICES

- 2.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (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, 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.
- 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 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, 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.
- 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.

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 or in the purchaser's request for Bid validity extension, as the case may be.

18. VARIATION ORDERS

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 contract 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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 Bid 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. ANTIDUMPING 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. APPLICABLE LAW

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. NOTICES

- 31.1 Every written acceptance of a Bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid SARS must have certified that the tax matters of the preferred Bidder are in order.
- 32.4 No contract shall be concluded with any Bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. AMENDMENT OF CONTRACTS

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a contractor(s) was / were involved in collusive Bid.

35.2 If a Bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 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.

progress through development

SCHEDULE O - BID CHECK LIST

SBDM Individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

Tick

1. All pages of the bid document have been read and initialed by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Pricing Schedule has been checked for arithmetic correctness.
4. All sections requiring information have been completed.
5. The bidder has submitted the following documentation, e.g.
 - Full CSD Supplier Report
 - municipal statement for a period of 3 months, lease agreement if premises are leased (only if lessee is not responsible for municipal services)
 - B-BBEE Certificate or Sworn Affidavit (original or certified copy)
 - Proof of address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder)
 - CIDB Certificate (if applicable)
 - Bids with a value of more than R10 million (VAT Incl.) are required to submit the financial statements for the past three years or since establishment, if established during the past three years.

