

**ROADS & TRANSPORT DEPARTMENT
TRANSPORTATION PLANNING DIVISION**



TENDER REFERENCE: RTD04-2021/22

**TENDER FOR THE APPOINTMENT OF ENGINEERING CONSULTANTS TO
PROVIDE ENGINEERING SERVICES FOR ROAD MASTER PLANNING,
FEASIBILITY INVESTIGATIONS, PRELIMINARY DESIGNS AND
ADDITIONAL SUPPORT SERVICES – 3 YEAR PERIOD, AS AND WHEN
REQUIRED**

VOLUME 1

ISSUED BY:	PREPARED BY:
Divisional Head <u>Transportation Planning Division</u> PO Box 1409 PRETORIA 0001 Tel: 012 358-6278	Divisional Head <u>Transportation Planning Division</u> PO Box 1409 PRETORIA 0001 Tel: 012 358-6278

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	CoT Vendor No:
Tel. No:	E-Mail Address:
Cell No:	Fax No:

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DESCRIPTION	COLOUR
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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

RTD04-2021/22
CITY OF TSHWANE

ROADS & TRANSPORT DEPARTMENT

TENDER FOR THE APPOINTMENT OF ENGINEERING CONSULTANTS TO PROVIDE ENGINEERING SERVICES FOR ROAD MASTER PLANNING, FEASIBILITY INVESTIGATIONS, PRELIMINARY DESIGNS AND ADDITIONAL SUPPORT SERVICES – 3 YEAR PERIOD, AS AND WHEN REQUIRED

Tenders are hereby invited for the above services.

Tenders will be evaluated on the basis of awarding points for price and Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution. The 80/20 Preference Point System will be applied to this Tender. Only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will be considered.

The tender documents will be obtainable from www.tshwane.gov.za or www.etenders.gov.za from 18 January 2022. Tender submission closing date is on the 18 February 2022 at 10:00 Procurement Advice Centre, C de Wet Centre, , 175 E'skia Mphahlele Drive (DF Malan Drive), Pretoria West.

ENQUIRIES: Representative: Mr. Lutz Johannes Pr.Eng
Telephone: 012 358 7732
E-mail: LutzJ@tshwane.gov.za

A **COMPULSORY CLARIFICATION MEETING** with a representative of the Employer will take place in Room I-52, Centurion Municipal Offices, Cnr of Basden Street and Rabie Street, Die Hoewes, Centurion on 2 February 2022 at 10:00.

The closing time for receipt of bids is **on the 18 February 2022 at 10:00.**

ENQUIRIES: Representative: Mr. Ben Molleman Pr.Eng
Telephone: 012 358 3292
E-mail: BenMol@tshwane.gov.za

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The lowest or any bid will not necessarily be accepted, and the Municipality reserves the right to accept a bid as a whole or in part

Bids must remain valid for a period of 90 days after the closing date.

Ms Mmaseabata Mutlaneng
ACTING CITY MANAGER

NOTICE 10 OF 2021
14 January 2021

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA
C.1.1 Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2 Tender Documents	<p>Volume 1: <u>Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>T1.3 - Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>Part C2: Pricing Data</p> <p>C2.1 – Pricing instruction</p> <p>C2.2 – Pricing schedule</p> <p>C2.3 – Summary of pricing schedule</p> <p>Part C3: Scope of work</p>
C.1.3 Interpretation	Add the following new clause:
C.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4 Communication and Employer's Agent	<p>Agent: Ben Molleman Pr.Eng</p> <p>Address: PO Box 1409 Pretoria 0001 Room B212 Capitol Towers North 225 Madiba Street Pretoria</p> <p>Tel: 012 358 3292</p> <p>Cellular: 082 372 3654</p> <p>E-Mail: benmol@tshwane.gov.za</p>
C.2.1 Eligibility	Only those tenderers who meet the minimum criteria as set out in the <u>Technical and Functional Evaluation criteria in Part T2</u> , can be considered for evaluation.
C.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.

CLAUSE NUMBER	TENDER DATA
C.2.5 Reference Documents	<p>Add the following:</p> <p>Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract:</p> <ul style="list-style-type: none"> The document <i>“Standard Specifications for Municipal Civil Engineering Works”, Third Edition, 2005</i> issued by the Divisional Head: Roads and Stormwater of the City of Tshwane. <p>This document is obtainable free of charge on the website www.tshwane.gov.za.</p> <ul style="list-style-type: none"> The latest print version as current at 30 days before close of tenders of the document <i>“NEC3: Professional Services Contracts, April 2013”</i> including corrections thereto as current at 30 days before close of tenders. <p>The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.</p>
C.2.7 Clarification meeting	<p>The arrangements for a <u>compulsory</u> clarification meeting are as stated in the tender notice and invitation to tender</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will be made available at the clarification meeting.</p>
C.2.8 Seek clarification	<p><u>Replace</u> the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <u>2 (two) working days</u> before the closing time stated in the tender data.</i></p>
C.2.12 Alternative offers	<p>Alternative tender offers will <u>not</u> be considered.</p>
C.2.13 Submitting a tender offer	<ul style="list-style-type: none"> The tender offer <u>shall be completed in non-erasable black ink</u> Any entry made by the tenderer in the document which the tenderer desires to change, <u>shall not be erased or painted out</u>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <u>non-erasable black ink</u> and the <u>full signature</u> of the tenderer shall be placed next to the correction.
C.2.13.2	<p><u>Replace</u> the contents of the clause with the following:</p> <p><i>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</i></p> <p><i>All volumes are to be left intact in original format and no pages shall be removed or re-arranged</i></p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as <u>an original, plus a scanned copy in PDF format on a compact disc.</u></p>

CLAUSE NUMBER	TENDER DATA
	In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is to be on a Compact Disc (CD or DVD) or Memory Stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.
C.2.13.4	<p><u>Add</u> the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
C.2.13.5	<p>The identification details are:</p> <p>Tender Reference: RTD04-2021/22</p> <p>Tender Description: Tender for the appointment of Engineering Consultants to provide engineering services for Road Master Planning, Feasibility Investigations, Preliminary Designs and Additional Support Services – 3 year period, as and when required</p>
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will <u>not</u> be accepted
C.2.13.10	<p><u>Add</u> the following sub- clause C.2.13.10:</p> <p><i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i></p>
C.2.14	<p>Information and data to be</p> <p><u>Add</u> the following to the clause:</p>

CLAUSE NUMBER	TENDER DATA
completed in all respects	<p><i>The Tenderer is required to enter information in the following sections of the document:</i></p> <p> <i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing Schedule</i> </p> <p><i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i></p> <p><i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i></p> <p><i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i></p> <p><i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i></p> <p><i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i></p>
C.2.15 Closing time	<p>The closing date and time is:</p> <p>Closing Time: 10:00</p> <p>Closing Date: 18 February 2022</p> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details (Clause C.2.13.5) and shall be placed in the tender box located at:</p> <p>PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE OF C DE WET CENTRE) C DE WET CENTRE 175 ES'KIA MPHAHLELE DRIVE PRETORIA WEST</p> <p>This address is 24 hours available for delivery of tender offers.</p> <p>Please ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing.</p>
C.2.16 Tender offer validity	<p>The tender offer validity period is 90 days.</p> <p>Add the following new clause</p>

CLAUSE NUMBER	TENDER DATA
C.2.16.5	<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
C.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.19 Inspections, tests and analysis	Add the following at the end of the clause: <i>.... or upon written request.</i>
C.2.20 Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender proof of his Professional Indemnity Insurance.
C.2.23 Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24 <i>Canvassing and obtaining of additional information by tenderers</i>	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C.2.25 <i>Prohibitions on awards to persons in service of the state</i>	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> a) <i>who is in the service of the state; or</i> b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> <i>In the service of the state means to be -</i> a) <i>a member of:-</i> <ul style="list-style-type: none"> • <i>any municipal council;</i> • <i>any provincial legislature; or</i> • <i>the National Assembly or the National Council of Provinces;</i> b) <i>a member of the board of directors of any municipal entity;</i> c) <i>an official of any municipality or municipal entity;</i> d) <i>an employee of any national or provincial department;</i> e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> f) <i>a member of the accounting authority of any national or provincial public entity; or</i> g) <i>an employee of Parliament or a provincial legislature.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.

CLAUSE NUMBER	TENDER DATA
C.2.26 Awards to close family members of persons in the service of the state	<p>Add the following new clause</p> <p><i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i></p> <ul style="list-style-type: none"> <i>a) the name of that person;</i> <i>b) the capacity in which that person is in the service of the state; and</i> <i>c) the amount of the award.</i> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
C.2.27 Vendor registration	<p>Add the following new clause</p> <p><i>The contractor will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i></p> <p><i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i></p> <p><i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from http://www.tshwane.gov.za/procurement.cfm</i></p> <p><i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i></p>
C.2.28 Tax	<p>Add the following new clause</p> <p>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</p> <p><i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i></p> <p><i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i></p> <p><i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i></p>

CLAUSE NUMBER	TENDER DATA
C.3.1 Respond to requests from the tenderer C.3.1.1	The employer will respond to requests for clarification up to 2 (two) working days before the tender closing time.
C.3.4 Opening of tender submissions	Tenders will be opened immediately after the closing time for tenders
C.3.11 Evaluation of tender offers C.3.11.1 General	Method 1 will be used to evaluate all responsive tender offers in terms of new Clause C.3.11.2 of the Standard Conditions of Tender
C.3.11.2 <i>Method 1: Financial offer and preference</i>	<p>Add the following new clause:</p> <p><i>The procedure for the evaluation of responsive tender is Method 1.</i></p> <p><i>The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is:</i></p> <ol style="list-style-type: none"> <i>1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included).</i> <i>2. 80 where the financial value of all responsive tender has a value that equals or less than R50 million (all applicable taxes included).</i> <p><i>Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.</i></p>
C.3.11.3 <i>80/20 Preference Point System</i>	<p>Add the following new clause:</p> <p><i>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</i></p> <p><i>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R50 000 000 (all applicable taxes included):</i></p> <p style="margin-left: 40px;">(i) $P_s = 80 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$</p> <p style="margin-left: 40px;"><i>Where</i></p> <p style="margin-left: 80px;">P_s = Points scored for comparative price of tender or offer under consideration;</p> <p style="margin-left: 80px;">P_t = Comparative price of tender or offer under consideration; and</p> <p style="margin-left: 80px;">P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p style="margin-left: 40px;">(ii) <i>An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</i></p>

CLAUSE NUMBER	TENDER DATA																				
	<p>(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points</th></tr> </thead> <tbody> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-compliant Contributor</td><td>0</td></tr> </tbody> </table> <p>(c) A maximum of 20 points may be allocated in accordance with subparagraph (b)</p> <p>(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).</p> <p>(e) The contract must be awarded to the tender who scores the highest total number of points.</p>	B-BBEE Status Level of Contributor	Number of Points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant Contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
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8	2																				
Non-compliant Contributor	0																				
C.3.11.4 90/10 Preference Point System	<p>Add the following new clause:</p> <p>The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):</p> $(i) \quad P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}} \right) \right]$ <p>Where</p> <p>P_s = Points scored for comparative price of tender or offer under consideration;</p> <p>P_t = Comparative price of tender or offer under consideration; and</p> <p>P_{min} = Comparative price of lowest acceptable tender or offer.</p> <p>(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.</p>																				

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B-BBEE Status Level of Contributor	Number of Points																				
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8	1																				
Non-compliant Contributor	0																				
C.3.11.5 Scoring financial offers	<p>Add the following New Clause:</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>Where N_{FO} is the number of tender evaluation points awarded for the financial offer.</p> <p>W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.</p> <p>A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.</p>																				

CLAUSE NUMBER	TENDER DATA																
	<p>Table C.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																
C.3.13 Acceptance of Tender Offer	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">(a) the tenderer complies with the eligibility criteria stated in clause C.2.1(b) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18;(c) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;(d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;(e) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer’s Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect.(f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;(g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;																
C.3.17 Copies of Contract	<p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>																

T1.3 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

C.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The Employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the Employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for a second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

C.2.1.2 Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the Employer evaluating tender, the Contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the Employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require Employers to conduct the process of offer and acceptance in terms of a set of standard procedures

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the Employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the Employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the Employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An Employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate		
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2011	Form RD.A.1	

RD.B ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid tax clearance certificate		
MBD 9: Certificate of independent tender determination	Form RD.B.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	Form RD.B.2	
Certificate of authority of signatory	Form RD.B.3	
Certificate of authority of signatory for joint ventures and consortia	Form RD.B.4	

RD.C OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	Form RD.C.1	
Key personnel	Form RD.C.2	
Curriculum Vitae of key personnel	Form RD.C.3	

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

1. GENERAL CONDITIONS

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

- The 80/20 system for requirements with a Rand value of up to R1 000 000.00 (**all applicable taxes included**); and
- The 90/10 system for requirements with a Rand value above R1 000 000.00 (**all applicable taxes included**).

1.2 The value of this tender is estimated to exceed R1 000 000.00 and therefore the **90/10** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price, B-BBEE must not exceed	100

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

1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

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, 2003 (Act No. 53 of 2003).

- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **comparative price** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender documents, 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.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that 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.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or 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.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price tenders, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression 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 and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **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.
- 2.18 **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. ADJUDICATION USING A POINT SYSTEM**
- 3.1 The tenderer 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 will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/10

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs 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.
- 5.4 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.
- 5.5 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 tender.
- 5.6 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.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph &.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

YES	NO
-----	----

- 8.1.1 If YES, indicate:
-

Name of subcontractor	% to be subcontracted	B-BBEE status level of sub-contractor	Is the sub-contractor an EME (delete which is not applicable)	
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm: _____

- Partnership
- One person business/sole trade
- Close corporation
- Company
- (Pty) Limited
- Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

9.6 Company classification

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

(Tick applicable box)

9.7 Municipal information

Municipality where business is situated: _____

Registered account number: _____

Stand number: _____

9.8 Total number of years the firm has been in business _____

9.9 I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the company/firm certify that points claimed, based on the B-BBEE status level of contribution, indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - a) disqualify the person. from the tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation.
 - d) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors WHO acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteran partem (hear the other side) rule have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1.

2.

FORM RD.B.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging)². Collusive tendering is a *per 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 tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

¹ Includes price tenders, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

RTD04-2021/22: Tender for the appointment of Engineering Consultants to provide engineering services for Road Master Planning, Feasibility Investigations, Preliminary Designs and Additional Support Services – 3 year period, as and when required

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

do hereby make the following statement that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, 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 tendering.
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 services 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 tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or

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.

- f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:

- i) for the past three years; or
ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.B.3 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

- The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number: RTD04-2021/22

Tender Description: Tender for the appointment of Engineering Consultants to provide engineering services for Roads Master Planning, Feasibility Investigations, Preliminary Designs and Additional Support Services – 3 year period, as and when required

- *Mr/Ms: _____

in *his/her capacity as _____

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Enterprise stamp

FORM RD.B.4 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.C.3 must be complete for each person listed below.

	NAME	CATEGORY	LOCAL / NON LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.C.2

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. <div style="display: flex; justify-content: space-between;"> <div> _____ <i>(Signature of person named in schedule)</i> </div> <div> _____ Date: </div> </div>	

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

RTD04-2021/22: Tender for the appointment of Engineering Consultants to provide engineering services for Road Master Planning, Feasibility Investigations, Preliminary Designs and Additional Support Services – 3 year period, as and when required

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 returnable 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.

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.

Acceptance of this offer will not guarantee that the tenderer will be allocated any package during the duration of the appointment. Allocation of projects will be done solely at the discretion of the employer.

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto 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.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

SCHEDULE OF DEVIATIONS

Notes:

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

4.1	Subject: _____
	Details: _____
4.2	Subject: _____
	Details: _____
4.3	Subject: _____
	Details: _____
4.4	Subject: _____
	Details: _____
4.5	Subject: _____
	Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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, 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

_____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

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C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)

Telephone: 011 803 3008

E-Mail: admin@ecs.co.za

Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)

Telephone: 011 463 2022

E-Mail: general@cesa.co.za

Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)

Telephone: 011 80505947 / 48 / 53

E-Mail: civilinfo@saice.org.za

Web: www.saice.org.za

C1.2.2 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION	DATA
	<ul style="list-style-type: none"> The conditions of contract are the core clauses and the clauses for main Option E: Time based contract dispute resolution Option W1: Dispute resolution and secondary Options X1: Price adjustment for inflation X2: Changes in the law X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer Z: Additional conditions of contract <p>of the NEC Professional Services Contract, 2005 (with amendments June 2006)</p>
1. General 10.1	<ul style="list-style-type: none"> The Employer is City of Tshwane Metropolitan Municipality. The Employer has authorised the Divisional Head to act on his behalf in respect of this Contract, save for such duties or functions: <ul style="list-style-type: none"> which other holders of office ex officio execute on behalf of the Employer; or for which the Divisional Head has no authority and the Employer's approval is required before execution thereof. The Divisional Head is: Mr Lourens Swanepoel Transportation Planning Division Roads and Transport Department P.O. Box 1409 PRETORIA 0001
11.2(9)	<ul style="list-style-type: none"> The services are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance
11.2(11)	<ul style="list-style-type: none"> The Scope is in the document called Part C3: Scope of Work
12.2	<ul style="list-style-type: none"> The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	<ul style="list-style-type: none"> The language of the contract is English
13.3	<ul style="list-style-type: none"> The period for reply is 2 (two) weeks
13.6	<ul style="list-style-type: none"> The period for retention is 5 (five) years following Completion or earlier termination

CLAUSE/OPTION	DATA								
3 Time									
31.2	<ul style="list-style-type: none"> The starting date is as per the date of the official appointment letter sent to the successful tenderer. 								
11.2(3)	<ul style="list-style-type: none"> The completion date is 36 months after the starting date. 								
31.1	<ul style="list-style-type: none"> The Consultant submits revised programmes at intervals no longer than 1 (one) month. 								
5. Payment									
50.1	<ul style="list-style-type: none"> The assessment interval is monthly. 								
50.3	<ul style="list-style-type: none"> The expenses stated by the Employer are <table border="1"> <thead> <tr> <th>Item</th><th>Amount</th></tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials </td><td> <p>Market related cost or in accordance with the latest Rates for Reimbursable expenses published on</p> <p>www.publicworks.gov.za/consultants</p> </td></tr> <tr> <td> <ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials </td><td>Cost</td></tr> <tr> <td> <ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> </tbody> </table>	Item	Amount	<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	<p>Market related cost or in accordance with the latest Rates for Reimbursable expenses published on</p> <p>www.publicworks.gov.za/consultants</p>	<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost	<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered
Item	Amount								
<ul style="list-style-type: none"> plan printing of documents issued to the Employer or to Others for Construction or tendering purposes photocopying of documents other than general correspondence, minor reports and contractual reports which are issued to the Employer covers and binding of documents issued to the Employer or to Others for construction or tendering purposes maps, models and presentation materials 	<p>Market related cost or in accordance with the latest Rates for Reimbursable expenses published on</p> <p>www.publicworks.gov.za/consultants</p>								
<ul style="list-style-type: none"> parking charges and toll fees within the Tshwane municipal area casual labour and miscellaneous hand tools and materials 	Cost								
<ul style="list-style-type: none"> special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates specialist studies undertaken by appropriately qualified and competent professionals tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories 	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered								

CLAUSE/OPTION		DATA	
51.1 51.2 51.5			
		– vehicle travel within the Tshwane Municipal area	In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	51.1	• The period within which payment is made is 35 (thirty five) days .	
	51.2	• The currency of this contract is South African Rand (ZAR) .	
51.5	• The interest rate is 2% (two percent) per annum above the prime lending rate of the Employer’s bank at the time an interest payment is due.		
8.	Indemnity, insurance and liability		
81.1		• The amounts of insurance and the periods for which the Consultant maintains insurance are	
		Event	Cover
		Period following Completion of the whole of the services or earlier termination	
		Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited
		5 years	
		Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims
		12 months	
		Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and
		12 months	

CLAUSE/OPTION		DATA		
		connection with this contract	whatever the Consultant deems desirable in addition	
82.1		<ul style="list-style-type: none"> The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters is limited to the amount of the insurance cover which this contract require. 		
9	Termination	<ul style="list-style-type: none"> No data required for this section of the conditions of contract. 		
10		Data for main Option clause		
E	Time based contract			
21	Consultant's obligations			
21.4		<ul style="list-style-type: none"> The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 30 (thirty) days. 		
11		Data for Option W1		
W1	Option W1			
W1.1				
W1.2(3)				
W1.4(2)				
12		Data for secondary Option clauses		
X1	Price adjustment for inflation			
X1.1				
		<ul style="list-style-type: none"> The index is the index as per Statistical News Release P0140, Table B1 – CPI Headline, as published by Statistics South Africa The staff rates are: <ul style="list-style-type: none"> fixed at the Contract Date and are not variable with changes are those that are based on a rate per hour. variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage. 		
X2	Changes in law			
X2.1				
X10	Employer's Agent			

CLAUSE/OPTION		DATA
X10.1		<ul style="list-style-type: none"> The Employer's Agent is stated in the Task Order.
		<ul style="list-style-type: none"> The authority of the Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order and will accept, or not accept, the Consultant's assessment of the amount due in terms of the contract
Z	Additional conditions of contract	The additional conditions of contract are: None
Z1	Tax Invoices	<p>The Consultant's invoice</p> <p>Delete the first sentence of core Clause 50.2 and replace by:</p> <p><i>Invoices submitted by the Consultant to the Employer include:</i></p> <ul style="list-style-type: none"> <i>the details stated in the Scope to show how the amount due has been assessed, and</i> <i>the details required by the Employer for a valid tax invoice.</i> <p>Delete the first sentence of core Clause 51.1 and replace by:</p> <p><i>Each payment is made by the Employer within three weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated</i></p>
Z2	Communications	<p>Add to the end of the first sentence in core Clause 13.1</p> <p><i>Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.</i></p>
Z3	Selection and appointment of the Adjudicator	<ul style="list-style-type: none"> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.
Z4	Notification of a compensation event	Replace <i>eight weeks</i> in clause 61.3 with <i>four weeks</i>

C1.2.3 DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION	DATA
1. Definitions	<ul style="list-style-type: none"> The legal name of the Service Provider is:
	<ul style="list-style-type: none"> Physical Address:
	<ul style="list-style-type: none"> Postal Address:
	<ul style="list-style-type: none"> Telephone
	<ul style="list-style-type: none"> Facsimile:
	<ul style="list-style-type: none"> E-Mail Address:
5.3 Designated Representative	<ul style="list-style-type: none"> The authorised and designated representative of the Service Provider is:
	<ul style="list-style-type: none"> The address for receipt of communications is:
	<ul style="list-style-type: none"> Physical Address:
	<ul style="list-style-type: none"> Postal Address:
	<ul style="list-style-type: none"> Telephone
	<ul style="list-style-type: none"> Facsimile:
	<ul style="list-style-type: none"> E-Mail Address:

Tender	RTD04-2021/22: Tender for the appointment of Engineering Consultants to provide engineering services for Road Master Planning, Feasibility Investigations, Preliminary Designs and Additional Support Services – 3 year period, as and when required
Part C1:	Agreement and Contract Data

[illegible]

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Conditions of Tender in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The fees used in the Pricing Schedule are based on the latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000)
- 1.4 All fees and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 1.5 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.
- 1.6 An item against which no price, rate or discount is entered will be considered as a zero price, rate or discount and considered to be covered by the other prices, rates or discounts.
- 1.7 Should excessively high discount percentages be tendered, such discounts may be of sufficient importance to warrant rejection of a tender by the Employer

2. Pay Items

- 2.1 Abbreviations used in the Price Schedule are as follows:

h	=	hour	p/h	=	per person per hour
day	=	per day	p/d	=	per person per day
month	=	per month	p/m	=	per person per month
p	=	per person	no	=	number
%	=	percent	sum	=	sum
R/only	=	rate only	km	=	kilometre

3. Corrections of entries made by the tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

4. Expenses

- 4.1 The *expenses* that may be paid to the Consultant are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.
- 4.2 All air travel where specifically authorised by the Employer's Agent shall be in economy class on a scheduled airline.
- 4.3 Accommodation where specifically authorized by the Employer's Agent means a
 - a) a bed and breakfast;
 - b) a guest house;

- c) self catering; or
- d) hotel having a star rating of 1, 2 or 3 as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an expense.

- 4.4 A hired car where specifically authorized by the Employer's Agent means a motor vehicle having an engine capacity of not more than 1800cc.

Note: A hired car having an engine capacity greater than 1800cc is not a hired car and cannot be claimed as an expense.

C2.2 PRICING SCHEDULE

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C.2.2.1 FEES FOR NORMAL SERVICES

- Note:**
- (1) This schedule must be read with Part C3: Scope of Work, in particular Section C3.3: Appointment, Scope of Services and Remuneration and Section C3.4: Personnel and Company Capability Statement.
 - (2) Time based fees (Table A.1) must be provided for the four categories of staff (A to D) allowed for by the Board Notices of the Engineering Council of South Africa (ECSA).
 - (3) Section C2.2.2 will only be used for tender evaluation purposes and does not reflect any work.
 - (4) The unit rates provided in Table A.1 below will be regarded as the tendered fees for this contract. In case of a mistake in the transfer of these fees to the table provided in Section C2.2.2, the tendered fees provided in Table A.1 will be regarded as the tendered fees for this contract, and not the tendered fees provided in Section C2.2.2.

A. NORMAL SERVICES

TABLE A.1: TENDERED FEES FOR TIME BASED CATEGORY STAFF

SERVICE	UNIT	UNIT RATE (Excl. VAT)
Category A Staff	Hour	
Category B Staff	Hour	
Category C Staff	Hour	
Category D Staff	Hour	
Traffic Demand Modelling Specialist	Hour	
GISc Professional	Hour	
Administrative Staff	Hour	

C2.2.2 CALCULATIONS FOR TENDER EVALUATION PURPOSES ONLY

CALCULATIONS FOR TENDER EVALUATION PURPOSES ONLY (Amounts excluding VAT)

No	Description	Units	Quantity (1)	Unit rate (Excl. VAT) from Table A.1 in Section C2.2.1 (2)	Amount for tender evaluation purposes only (1)x(2)
A1	Time based fees				
	a) Category A Staff	Hour	800		
	b) Category B Staff	Hour	2000		
	c) Category C Staff	Hour	3600		
	d) Category D Staff	Hour	3600		
A2	Traffic Demand Modelling Specialist	Hour	2400		
A3	GISc Professional	Hour	1600		
A4	Administrative Staff	Hour	2000		
Subtotal (Excluding VAT)					
15% VAT					
Total Amount (Including VAT) (FOR TENDER EVALUATION PURPOSES ONLY)					

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF THE SERVICES

C3.1.1 PURPOSE

The purpose of the project is to appoint Engineering Consultants to provide the following engineering services for the planning of roads related projects in the City of Tshwane:

- Road Master Planning, as well as updating and refining of GIS and Prioritisation Model;
- Feasibility Investigations;
- Preliminary Designs;
- Additional Support Services.

C3.2 DURATION AND COST OF THE APPOINTMENT

The appointment will be for a period of thirty six (36) months, subject thereto that the municipality reserves the right to suspend or terminate the appointment, or parts thereof, at any time by giving 30 days notice.

No fixed funding has been budgeted and the available funding will be determined during each year of the project. The amount of work that will be undertaken during any year will depend on needs as well as the budget or funding approved for the project for that year by the municipality.

The roads or road sections/projects for which the consultancy services are required will be determined during the project by the project leader. The fee for providing the services for specific roads or road sections/projects will be determined using hourly tariff costs tendered by the consultant.

The quantities of work provided in this document will be used for tender evaluation purposes only and must not be regarded as an indication of the actual extent of work that will be undertaken during the project. The actual extent of work will depend on needs, available funding and the cost rates that have been tendered by the consultant.

C3.3 APPOINTMENT, SCOPE OF SERVICES AND RENUMERATION

The appointment, scope of work and fees for the civil engineering services will be based on the document 'Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)' and published in Government Gazette No 37102, 4 December 2013, Board Notice 243 of 2013, or as specified in the conditions of this tender.

C3.3.1 NORMAL SERVICES

The following services, to be provided by the consulting engineer, will be regarded as Normal Services in terms of this appointment and will comprise the following:

- a. Road Master Planning, as well as updating and refining of GIS and Prioritisation Model
- b. Feasibility Investigation Services
- c. Preliminary Design Services
- d. Additional Support Services

Not all the services may be required during the project nor will all services necessarily be required for a specific road. The services that will be required will be determined by the project leader and will be confirmed to the consultant. No services may commence without such confirmation.

C.3.3.1.1 ROAD MASTER PLANNING, AS WELL AS UPDATING AND REFINING OF GIS AND PRIORITISATION MODEL

- a. Road Master Plans. Updating and refinement of road master plans showing the hierarchical classification of roads (class 1 to 5).
- b. Freight master planning. Development of freight master plans to accommodate freight movements in and through the City.
- c. The CoT may at any time request the successful tenderer to undertake traffic demand estimation modelling work.
- d. Road project plans. Review and updating of identified road improvement projects and updating of road project plans. Where required, identify new road improvement projects. Determine first order estimates of construction costs.
- e. Discussions and consultations. Undertake discussions and consultations with the relevant CoT Departments and external authorities.
- f. Road prioritisation data. The collection of prioritisation data required for the prioritisation of road improvement projects. The data required for prioritisation include traffic data and forecasts for alternative scenarios, as well as financial and economic data.
- g. Electronic information. The collection of all road planning related information available electronically in the CoT.
- h. Data capture. The capturing and validation of the road hierarchy, road improvement project and prioritisation data on the City of Tshwane GIS system.
- i. Road improvement project prioritisation. The prioritisation of road improvement projects based on collected prioritisation data. If applicable, refine and improve the current CoT prioritisation models. The model should be flexible and allow for adjustment of prioritisation weights, as well as the filter selection, to accommodate changes in CoT priorities and for purposes of sensitivity analyses. Filters are used to select model parameters that should be taken into account in the project prioritisation.
- j. Report. The preparation of a report, as well as a presentation, on the prioritised road improvements.

C.3.3.1.2 FEASIBILITY INVESTIGATIONS

Feasibility investigations are undertaken to evaluate alternative proposals, to determine the feasibility of each alternative and to recommend the most feasible solution.

The scope of the feasibility investigations includes, but is not limited, to the following:

- a. Obtain and study all available existing information and reports pertinent to the project. This includes any reports, drawings or maps applicable to the project.
- b. Undertake all necessary inspections of the site. Officials and other interested parties must be invited to attend such inspections.
- c. Undertake discussions and consultations with all stakeholders, including other related CoT Departments. Additional discussions may be required with national, provincial and municipal authorities.
- d. Obtain traffic demand estimates for the road for the base year as well as the future design year. Such demand estimates will be obtained from other sources. The consultant may, however, be required to estimate the traffic demand through the development of a traffic model, but such work will be provided as “*additional support services*”.
- e. Undertake preliminary geological investigation. The investigation must be restricted to a preliminary reconnaissance survey based on a) available information obtained from various sources, including geological maps and b) a walkover visual site survey. Should more detailed geological investigations be required, then such investigations will be provided as “*additional support services*”.
- f. Preparation of background plans required for the feasibility investigation. Such plans can be prepared from topographical surveys if available, aerial photographs or ortho-photos. The project leader will determine if additional topographical surveys are required. If required, the surveys will be carried out as “*additional support services*”.
- g. Develop alternative solutions and undertake a feasibility investigation of each alternative. Undertake preliminary investigations, route location and a level of design appropriate to allow the feasibility decisions to be made.

-
- h. Determine financial and economic implications of each alternative and establish most feasible solution.
 - i. Provide advice on any other surveys, analyses, tests or investigations that are required for the project and arranging for these to be carried out as “*additional support services*” when approved by the project leader.
 - j. Preparation of a report on the feasibility investigation.

The deliverables of a Feasibility Investigation must be provided as paper copies as well as in an electronic format in accordance to requirements of the CoT. Reports must be provided in MS Word or PDF format while plans must be provided in AutoCAD DWG format (using a scale and layers to be prescribed during the project). The deliverables are reports containing the following information:

- Executive summary
- Description of alternatives
- Feasibility of such alternatives
- Conclusions and recommendations
- Drawings and plans

C.3.3.1.3 PRELIMINARY DESIGNS

The scope of the preliminary design work includes, but is not limited to, the following:

- a. Obtain any additional information and undertake any additional site inspections that may be required. Undertake any additional discussions that may be required with national, provincial and municipal authorities.
- b. Undertake additional preliminary geological surveys that may be required for the preliminary design. The investigation must be restricted to a preliminary reconnaissance survey based on a) available information obtained from various sources, including geological maps and b) a walkover visual site survey. Should more detailed geological investigations be required, then such investigations will be provided as “*additional support services*”.
- c. Preparation of background plans required for the preliminary design. Such plans can be prepared from topographical surveys if available, aerial photographs or ortho-photos. The project leader will determine if additional topographical surveys are required and these will be carried out as “*additional support services*”.
- d. Undertake preliminary design, including road layout and vertical alignment.
- e. Where required, prepare all required expropriation plans.
- f. Provide advice on any other surveys, analyses, tests or investigations that are required for the project and arranging for these to be carried out as “*additional support services*”.
- g. Estimate implementation cost based on a preliminary bill of quantities, for all components of the project, including architectural and landscape services.
- h. Write Preliminary Design Report and prepare all required plans and drawings.

The deliverables of a Preliminary Design must be provided as paper copies as well as in an electronic format in accordance to requirements of the CoT. Reports must be provided in MS Word or PDF format while plans must be provided in AutoCAD DWG format (using a scale and layers to be prescribed during the project).

The deliverables include the following:

- a. Preliminary Design Report containing, inter alia, the following information:
 - Executive summary.
 - Background, problem statement, project purpose and scope, study methodology.
 - Status quo information collected during the project.
 - Report on all consultations undertaken during the project.
 - Proposed engineering and architectural design standards together with motivations for the standards as well as future upgrade strategies.
 - Options, alternatives and mitigating measures considered during the project and motivations for the proposed options.
 - Proposed preliminary design of the road.

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- Pavement design proposals.
 - Bridge design proposals (if required).
 - Street lighting.
 - List of engineering services, indicating required relocation of services.
 - Proposals for staged construction on the basis of traffic growth projections.
 - Accommodation of traffic during construction.
 - Land acquisition diagrams.
 - Estimated implementation cost (including preliminary bill of quantities).
 - Conclusions and recommendations.
 - Reduced scale copies of plans in appendices to the report.
- b. The following plans must, inter alia, be provided as part of the Preliminary Design Report:
- Locality plan indicating the location of all proposed improvements.
 - Key plan indicating the alignments of roads, limits of the planning, proposed bridges, intersections, road numbers and street names, destinations, existing roads, property accesses, property and municipal boundaries, rivers, railway lines and references to the position of 1:1000 layout plans.
 - Road layout plans on survey sheets to a scale of 1:1000 showing the geometric layout of roads against the background of topographical details, existing roads, properties and improvements, as well as the extent of the road reserve. The following details are required:
 - Topographical details and contours. Existing roads. Road numbers, street names and destinations.
 - Subdivision and town names. Property and municipal boundaries and improvements.
 - Proposed roads, carriageways, lane layouts, medians, walkways.
 - Road reserve and tabulated list of co-ordinates.
 - Kilometre distances. Limits of planning.
 - Horizontal alignment detail – Points of intersection, curve radii, beginnings and ends of curves.
 - Extent of cuts and fills.
 - Guard rail and kerb positions (if and where required).
 - Intersections, angles, layout and control. Bridges and interchanges.
 - Accesses to private properties (positions and layout).
 - Bus and taxi stop locations. Pedestrian walkways and cycle paths.
 - Flood lines (where appropriate). Culverts and other drainage structures. Retention dams, stream lining, erosion protection.
 - Road marks, road traffic signs and traffic signals.
 - Engineering and other services that will be affected.
 - Engineering service relocation plan (scale 1:1 000) with tabulated summary of engineering services to be relocated. When only a small number of services are involved, this plan may be combined with the layout plan.
 - Interpolated longitudinal sections of roads, ramps, cross-roads, access roads, parking areas, etc. to a horizontal scale of 1:1000 and a vertical scale of 1:100. The following information must be shown on the plans:
 - The interpolated ground line of the centre line of each carriageway (two lines for divided roads) and tabulated ground levels.
 - The grade line of each carriageway (two lines for divided roads) as well as tabulated road levels. Grades (%), length of vertical curves and K-values.
 - Intersection/access positions. Bridges, culverts and drains. Flood levels.
 - Design speed of road as well as all intersecting roads.
 - Sight distances.
 - Kilometre distances.
 - Typical cross sections showing centreline positions, carriageway width, median width (if required), verge design, side drains, reserve widths, formation widths and crossfall.

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- Conceptual bridge design showing dimensions, clearances and construction method (where and if required).
 - Progression time-space diagrams for traffic signals (where required).
 - Expropriation plans for each property (if required).
 - Other plans that may be required for the project.

C3.3.2 ADDITIONAL SUPPORT SERVICES

“Additional support services” include all special investigations and services not covered in the normal services, described under paragraph C3.3.1 of this document.

Additional support services may only be provided or undertaken when confirmed in writing by the project leader. Requirements for the services will be determined by the project leader.

The additional support services include, but are not limited to, the following:

- a. Services for which the actual expenses and costs may be recovered. These services include, but are not limited to, the following:
 - Topographical and land surveys.
 - Detailed geotechnical investigations.
 - Traffic counts where specific surveys or counts are required.
 - Special reproductions, copying, printing, artwork, binding and photography.
 - Environmental impact assessments done by an Environmental Assessment Practitioner which must be fully independent of any other consultant or sub-consultant involved with the project.
 - Aerial traffic surveys aimed at establishing traffic patterns and levels of congestion in different areas of the CoT.
 - Purchasing and provision of books, software and other material which may be required for the training, capacity building and information dissemination of officials. Any books, software and/or material acquired for training purposes will become the asset of the CoT for use by officials.
 - Any other related services required by the Transportation Planning Division of the CoT for which actual expenses and costs may be recovered.
- b. Services for which costs may be recovered as time based fees. These fees will be based on fixed hourly tariffs to be provided in the tender for each category of personnel. The services for which costs may be recovered include, but are not limited to, the following:
 - The current CoT Traffic Demand Model data set (EMME/II) may be made available to the consultants. The consultants, however, will be responsible for reviewing and interpreting the data to ensure that future predicted traffic demand is realistic.
 - Traffic surveys, counts and observations, including parking surveys.
 - Development of access management frameworks for roads in an area.
 - Updating and preparation of standard design drawings for the municipality.
 - Traffic signal design, including signal phasing, signal timing and intersection layout for planning and updating of projects.
 - Traffic safety assessments.
 - Detail design of minor road improvement projects, including the preparation of detail design plans, in consultation with the Intelligent Transport Systems and Traffic Engineering (ITS&TE) Section in the Division.
 - Technical comments on traffic impact assessments submitted to the CoT.
 - Advising the Division on engineering design standards.
 - Training, capacity building and information dissemination of the personnel as and when required. Presentation of courses in the Department.
 - Advising on legal aspects to roads and stormwater services.
 - Assisting with the drafting of requests for proposals.

- Advising on international trends on road planning matters, including the latest international research and especially regarding public transport.
- Advising, revision and assisting the Division in obtaining Council approval for the updating of the existing engineering bulk services contribution policy.
- Assisting with the acquiring of funding for road projects.
- Hydrological services and inputs.
- Bridge engineering inputs.
- The project leader may request that sub-consultants be utilised to undertake work when such sub-consultants, in the opinion of the project leader, are in a better position to undertake the work.

C3.3.3 TIME BASED FEES, EXPENSES AND COSTS

Remuneration will be on a time and cost basis. Not all services may be required during the project. The services that will be required will be determined by the project leader. The actual extent of the work will depend on needs, available funding and the cost rates that have been tendered by the consultant. No services may commence without such confirmation.

The CoT will not be obliged to pay for services that exceed the available amount on the budget.

Time based fees, expenses and costs will be dealt with in terms of Item 4.2 and Appendix A of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act (46 of 2000), Board notice 243 of 2013 . The time based fee for the following category of staff, will be in terms of the unit rate tendered in **Part C2.2 Price Schedule/Activity Schedule**:

Category of Staff	Description
A	A top practitioner whose expertise is nationally or internationally recognised and who provides advise at a level of specialisation where such advise is recognised as that of an expert.
B	A partner, sole proprietor, director, or member of a private consulting practice who takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
C	All professional staff of a private consulting practice performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category A or B may also fall in this category if such person performs work of an engineering nature at this level.
D	All other technical staff of a private consulting practice performing work of an engineering nature under the direction and control of any person contemplated in Categories A, B or C.

A time based fee for a Professional GIS Practitioner registered at the South African Council for Professional and Technical Surveyors (PLUTO), will also be remunerated in terms of the unit rate tendered in **Part C2.2 Price Schedule/Activity Schedule**.

C3.3.4 SPECIFICATION AND RENUMERATION

The amount of funding that will be made for the project will be determined for each year of the project. The amount will be determined according to the work required as well as the funds made available for the project by the municipality. The work to be undertaken during a financial year will be limited to an amount not exceeding the budget for the project. Work that has not been completed may be carried over to a following financial year depending on the availability of funding and budget.

Funding for the project may not be carried over from one financial year to the next. Should funding not be available, the municipality may either terminate or suspend the project, subject to the requirements related to the suspension or termination of a project.

Interim progress payments will be made upon delivery of invoices that show the appropriate supporting documentation with regard to work completed.

The tender must be made in terms of the requirements provided in this document.

In situations where the required services cannot readily be provided by the consultant or sub-consultants, and where the project leader has requested that other sub-consultants be employed to provide the services, such other sub-consultants must be employed by the consultant.

All aspects of such employment must be to the satisfaction of the project leader, including scope of work and remuneration. Where applicable, the sub-consultants will be remunerated according to the tendered fees. Where sub-consultants other than those proposed in the project are used, the consultant will be entitled to a five (5) percent mark-up on the cost.

Time based fees must be provided for the four categories of staff (A to D) allowed for by the Board Notices of the Engineering Council of South Africa (ECSA). Payment for the four categories of staff, administrative staff and a GIS Practitioner, will be in terms of the unit rate tendered in **Part C2.2 Price Schedule/Activity Schedule**.

The quantities set out in in **Part C2.2 Price Schedule/Activity Schedule, Section C2.2.2**, are only approximate quantities and will only be used for tender evaluation purposes. These quantities do not reflect any work to be done. The amount of work to be done is “as and when required” i.e. unknown. The quantities given are therefore neither warranted nor guaranteed.

C3.3.5 ESCALATION OF RATES

All unit rates will be escalated one year after the appointment date and annually thereafter, based on the increase in time based fee rates as determined by the Department of Public Service and Administration (DPSA) annually. The unit rates will be escalated with the average percentage increase recommended for all salary bands.

The escalation date commences one year after the date of closure of the tender and the escalation will be applied during the second and third years of the project.

C3.4 PERSONNEL AND COMPANY CAPABILITY STATEMENT

Sufficient professional staff of suitable qualifications must be made available by the consultant and sub-consultants to undertake the project, as described in this section. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The tender must include documentary evidence that each proposed professional meets these requirements.

All personnel who will be responsible for different engineering aspects of the project must be registered as Professional Engineers or Technologists (degrees in their particular professional fields) with the Engineering Council of South Africa (ECSA). Professional staff must be available who will be responsible for the fields of work described below. At least one staff member must be available in each field and different staff members must be available for the different fields of work (one staff member may thus not be responsible for more than one field), except where specified otherwise below.

The following professionals are required and must be staff members of the consulting firm or in case where the consulting firm does not have the necessary expertise, a staff member of a sub-consulting firm (in this case the member must be available at all times when required):

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- The **Consultant's Representative** for the project must be a registered as a Professional Engineer or Technologist with the Engineering Council of South Africa (ECSA) and have at least a bachelor degree in Civil Engineering. This person must have successfully been involved with similar projects during the recent past. The tender must include details of such projects. This professional may be the same person responsible for geometric design or transportation and traffic engineering.
 - **Geometric Design.** A Professional Engineer or Technologist with at least a bachelor degree in Civil Engineering, well experienced in and currently actively involved with the geometric design of roads. The person must have been the lead design engineer in a number of preliminary design projects during the recent past.
 - **Transportation and Traffic Engineering.** A Professional Engineer or Technologist with a bachelor degree in Civil Engineering, as well as a postgraduate degree in the field of Transportation and Traffic Engineering, well experienced in and currently actively involved with the field of Transportation and Traffic Engineering. The person must have been the lead transportation/traffic engineer in a number of transportation and traffic engineering projects during the recent past. This professional may be the same person responsible for Traffic Demand Modelling.

The following professionals are also required but may be members of either the consulting firm or the sub-consultants:

- **Traffic Demand Modelling.** A Professional Engineer or Technologist with a bachelor degree in Civil Engineering, as well as a post-graduate degree in the field of Transportation and Traffic Engineering, well experienced, currently actively involved and have a minimum of 10 years' experience in traffic demand modelling and simulation. The person must have been the lead transport/traffic engineer in a number of traffic demand modelling projects during the recent past. The person must have extensive experience in strategic demand modelling, mesoscopic network simulation and microscopic simulation and have a legitimate license for the applicable software's latest version. Proof must be provided of the legitimate license(s). Since the City's latest CIP has been developed with the EMME software, the person should demonstrate experience to import and export data between EMME and the selected software. This must be included in the tender submission.
- **GIS Professional.** A Professional GIS Practitioner registered at the South African Council for Professional and Technical Surveyors (PLUTO) and have at least a bachelor degree in the GISc field. This person must have experience in transport and land use analysis to strategic spatial planning, infrastructure backlog studies, pavement management systems, project management. The development and use of GIS modelling and analysis tools to automate large and repetitive tasks. Data management, geo-database development. Update and verification of data through Open Source Map Services. An applied knowledge of the full "GIS cycle", from data capturing, manipulation, analysis to online and offline presentation. Project and team management skills, since GIS is the magnet that binds all the aspects of a project together. Initiative and problem solving ideas and on-time delivery of the product or task.

C3.5 LOCALITY OF CONSULTING ENGINEERS FIRM

This project requires regular meetings and interaction between officials from the Roads and Transport Department and the Consulting Engineers. It is therefore imperative that the Consulting Engineers firm has an office situated within the City of Tshwane's boundaries to enable easy access to and from the consultants firm and the offices of the Municipality, as well as to minimize travelling time and expenses. Proof must be provided of the address of such office.

C3.6 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

C3.7 SOFTWARE APPLICATION FOR PROGRAMMING

The successful tenderer must be in possession or have access to the following software:

- Strategic models for strategic planning and economic assessments (demand modelling);
- Intersection and network simulation software for intersection design and operational optimisation;
- Micro-simulation software for demonstration of operational optimisation.

Proof of ownership or accessibility to the required software must be provided in the tender.

C3.8 USE OF DOCUMENTS BY THE EMPLOYER

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by the consultant in the course of the service is vested in the City of Tshwane Metropolitan Municipality.

C3.9 PROPERTY PROVIDED FOR THE SERVICE PROVIDER'S USE

No property will be provided for the Consultant's use.

C3.10 COUNCIL PROCEDURES AND DIRECTIVES

The tenderer must take into account that all work must be carried out in accordance with this Division's and the CoT's policies, standards, financial by-laws, procedures and directives, in terms of ISO 9001.

C3.11 MEETINGS AND PROGRAMMING

The Consultant shall arrange regular coordination meetings with representatives from the CoT to discuss the progress of the sub-projects and keep minutes of the meetings. The personnel as described in paragraph C3.4 of this document must be present at these coordination meetings. The successful tenderer must be in a position to organise Microsoft Teams meetings.

C3.12 COMMUNICATION

The following persons may be contacted during the tender period of this request for tender:

Mr Lutz Johannes Pr Eng, at (012) 358-7732 / 082 563 5679 or lutzj@tshwane.gov.za

Mr Ben Molleman Pr Eng, at (012) 358-3292 / 082 372 3654 or benmol@tshwane.gov.za