

North West Provincial Government

Department of Public Works and Roads



INVITATION TO BID

BID REFERENCE NUMBER: PWR 15;25 (B; C)

PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF VISUAL ASSESSMENTS ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS IN KENNETH KAUNDA(B) AND DR RUTH SEGOMOTSI MOMPATI DISTRICTS (C) ON BASIS OF ASAND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS

(48 MONTHS)

DATE OF ADVERTISING	10-October-2025
COMPULSORY BRIEFING SESSION DATE AND TIME :	23-October 2025 @ 1 OHOO Venue: Public Works and Roads, Gate house boardroom, Mmabatho
CLOSING DATE AND TIME :	07 November 2025 11 HOO
PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:	90 Days

NAME OF ISSUING AUTHORITY

Department of Public Works and Roads

ADDRESS OF ISSUING AUTHORITY

Private Bag X 2080
Mmabatho
2735

BID DOCUMENTS DELIVERY ADDRESS:

DEPARTMENT OF PUBLIC WORKS AND ROADS
OLD PARLIAMENT BUILDING
GATEHOUSE
MAHIKENG
2735

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public works & roads

Department:
Public Works and Roads
North West Provincial Government

REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex

Tel.: +27 (18) 388 4483

SUPPLY CHAIN MANAGEMENT

Email: doliphant@nwpg.gov.za

Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

-INVITATION TO BID

BID NO PWR 15/25 (B;C) : Request the Head of Department to grant approval to go on open tender for the appointment of Consultants for execution of visual assessment on the North West Provincial paved and unpaved roads in the Dr. Kenneth Kaunda district (B) and Dr Ruth Segomotsi Mompoti Districts (C) on basis of as-and when required for a period of four years (48 months)

1. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. Kindly receive attached the following documents:
 - 2.1. SBD 1 - Invitation to bid form
 - 2.2. SBD 2 - Tax Clearance Requirements
 - 2.3. SBD 4 - Declaration of interest
 - 2.4. SBD 6.1- Claim form in terms of the Preferential Procurement Regulations 2022
3. All the documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Old Parliament Building Gatehouse Mmabatho, Department of Public Works and Roads
4. Duly completed and signed original bid documents should be sealed in an envelope marked:

Bid No	: PWR 15;25 (B;C)
Bid Description	: Request the Head of Department to grant approval to go on open tender for the appointment of Consultants for execution of visual assessment on the North West Provincial paved and unpaved roads in the Dr Kenneth Kaunda (B) and Dr Ruth Segomotsi Mompoti district (C) on basis of as and when required for a period of 48 months.
Closing Date :	07 November 2025
Closing Time	11H00

No telegraphic or facsimile bids will be considered.

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

6. For more information, please contact the following:
Department PublicWorks and Roads



Let's Grow North West Together

1

Contact Person : Mr. K. Sitase 018 388 1398
Ms .M.K. Moiloa 018 388 4218

There will be a Compulsory Briefing meeting on the 23rd October 2025 at DPWR Offices, Gatehouse Boardroom at IOHOO

BID REQUIREMENTS

- a. All bidding Vendors must have a Valid Bank account
- b. All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official

7. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation:

- Original completed and signed applicable Bid Documents ● Signed Form of Offer
- Record of Addenda to Tender Documents, where applicable
- Company Registration Certificate from the Registrar of Companies
- Closed Corporations to attach an Association Agreement
- Shareholders' Agreements/ Share Certificate/ Memorandum of Association for Companies ● Certificate of Authority of an Entity
- Valid Letter of Good Standing from the Department of Labour
- Original Valid Tax Clearance Certificates
- Joint Venture Agreement signed by both parties where applicable
- Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company ● Comprehensive CSD Report of the Company

8. EVALUATION CRITERIA AND PROCESSES TO BE USED

The evaluation process will entail the following phases:

- Phase 1 — Evaluation on Legal requirements
- Phase 2—Technical/ Functional requirements
- Phase 3 -- 80/20 Points Preference System



Mrs O P MOKOLOBATE
ACTING DIRECTOR SUPPLY CHAIN MANAGEMENT

17/10/2025

DATE

PART 1

North West Provincial Government Department of Public Works and Roads



GENERAL TENDER REQUIREMENTS

TI.I: TENDERING PROCEDURES

TI.I TENDER NOTICE AND INVITATION TO TENDER

Bidders must refer to the "Tender Notice and Invitation to Tender" as published and comply with all the requirements outlined in therein. Failure to comply with these requirements will result in bidders being disqualified.

TI.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, July 2015. The Conditions of Tender are included in Section T 1.3 for the convenience of Bidders.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.

FI.1	The Employer is the Department of Public Works and Roads, North West Provincial Government, Republic of South Africa.
FI.2	The tender documents issued by the employer comprises: THE TENDER Part 1 Tender Procedures. Part 2 Returnable Documents. THE CONTRACT Part 3 Agreements and Contract Data. Part 4 Pricing Data. Part 5 Scope of Work
F2.1	only those Bidders who satisfy the PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT and COMPULSORY/MANDATORY TENDER REQUIREMENTS as specified in the Tender Notice and Invitation to Tender are eligible to submit tenders and will be considered responsive.
F2.7	A compulsory clarification meeting will take place at the time and venue as stated in the published "Tender Notice and Invitation to Tender".
F2.10.3	Tendered Time-Based Fees shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Disbursements will be adjusted in line with the published Public Works rates for recoverable disbursements.
F2.12	If a Bidder wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably improves the Employer's ability to achieve the objectives for the services as stated in the Scope of Works to be achieved, <u>at no additional cost</u> .
F2.13.2	*NB* No Electronic Tender or information will be allowed.
F2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, and one copy and an electronic copy(on USB stick)
F2.13.4	Tenders submitted by Joint Ventures of two or more firms shall accompanied by the document of Formation of the Joint Venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, Individual Company Profile with its main Shareholders/ Directors' IDs and any other information necessary to permit a full appraisal of its functioning. The tender shall be signed by a person duly authorized to do so.

F.2.13.5	The Employer's address and identification details to be shown on each tender offer package are: <u>Physical Address</u> Provincial Head Office - Department of Public Works and Roads, Modiri Molema Road, Old Parliament Complex
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	Mmabatho
F.2.13.10	Bidders shall not take this tender document apart. Additional documentation to be submitted by Bidders shall be submitted in a separate properly bound document, unless specifically required
E-2.13.11	Bidders shall initial every page of this tender document in the bottom right hand corner.
F.2.15.1	The closing time for submission of tender offers is as stated in the published "Tender Notice and Invitation to Tender".
F.2.16.1	The tender offer validity period is 90 days (after closing date for tender).
F2.17	A tender may be rejected as non-responsive if the Bidder fails to provide any clarification requested by the employer within Five (5) working days from employer's written request for such clarification.
F.2.23	The Bidder is required to submit with his tender all the forms, schedules and certificates listed
8.5	A Two-Enveloped Procedure will not be followed.
F.3.11	Responsive tenders will be evaluated in accordance with the stages of evaluation as stated in the published "Tender Notice and Invitation to Tender" and in accordance with the Preferential Procurement Regulations, 2017.
f-3.11.3	The preference point system outlined in Regulation 6 of the Preferential Procurement Regulations, 2017 will be applied during the price and preference point evaluation
F.3.11.7	The scoring of price will be in accordance with Regulation 6. (1) of the Preferential Procurement Regulations, 2017.
F.3.11.9	The scoring of functionality will be as stated in the published "Tender Notice and Invitation to Tender" and in accordance with Regulation 5 of the Preferential Procurement Regulations, 2017.
F.3.13	Acceptance of Tender offer: 1) The Bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services (SARS); 2) The Bidder 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; and 3) The Bidder has not: a) Abused the Employer's Supply Chain Management System; or b) Failed to perform on any previous contract and has been given a written notice of this effect; It is considered that the performance of the services will not be compromised through any of interest.

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T 1.2.1 SPECIFICATIONS, CONDITIONS OF BID AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

- 1.1 Business Day means a day which is not a Saturday, Sunday or public holiday.
- 1.2 Bid means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this Bid.
- 1.3 Bidder means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.
- 1.4 Bidding Process means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by Department of Public Works and Roads of the selection of a successful Bidder(s) or upon the earlier termination of the process.
- 1.5 Companies Act means the Companies Act 71 of 2008, as amended.
- 1.6 Closing Time means the time, specified as such under the clause 3 (Bid Timetable) in Part C, by which BIDS must be received.
- 1.7 EME-means an exempted micro enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of Broad-Based Black Economic Empowerment Act.
- 1.8 PFMA means the Public Finance Management Act 1 of 1999, as amended.
- 1.9 PPPFA means the Preferential Procurement Policy Framework Act 5 of 2000, as amended.
- 1.10 PPPFA Regulations means the Preferential Procurement Regulations 2017, published in terms of the PPPFA.
- 1.11 Proposed Contract means the agreement including any other terms and conditions contained in or referred to in this BID that may be executed between Department of Public Works and Roads and the successful Bidder.
- 1.12 Request for Proposal or BID means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by Department of Public Works and Roads.
- 1.13 SARS means the South African Revenue Service.
- 1.14 Services means the services required by Department of Public Works and Roads, as specified in this Bid Part 5.
- 1.15 SLA means Service Level Agreement.
- 1.16 Specification means the conditions of bid set and any specification or description of requirements contained in this bid.

TI.3: STANDARD CONDITIONS OF TENDER (attached hereto -Annexure F)

These Standard Conditions of Tender have been reproduced from Annexure F of the CIDB Standard for

Uniformity in Construction Procurement Board Notice 136 in Government Gazette No 389600 10Jul 2015)

These Standard Conditions of Tender have been reproduced from Annexure F of the CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 in Government Gazette No 38960 of 10 July 2015. This reproduction is included for ease of reference of the Bidder and no liability will be accepted by the employer should anomalies be found between the reproduction below and the original document, with the latter taking precedence.

PART 2

North West Provincial Government Department of Public Works and Roads



RETURNABLE DOCUMENTS

2-

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

This form has been included as an aid to ensure a Bidder's compliance with the completion of the returnable schedules and the inclusion of the required certificates.

T2.2	RETURNABLE SCHEDULES AND CERTIFICATES	REQUIRED ACTION	TICK IF DONE
SBD-I	INVITATION TO BID - SUPPLIER INFORMATION	Complete	
T2.2-A	Certificate of Authority for Signature	Complete	
T2.2-B	Certificate of Good Standing from Compensation Commissioner	Attach	
T2.2-c	Bank Details and Bank Rating Certificate	Complete/attach	
	Mandatory/Legislative Requirement List	Tick list if completed	
T2.2-D	Certified copies of ID Documents of the principals of the business	Complete/Attach	
T2.2-E	Schedule of Addenda to Tender Documents	Complete	
	Compulsory Enterprise questionnaire	Complete	
T2.2-G	Certificate of Insurance Cover	Complete/Attach	
T2.2-H	Certificate of Compliance with Compensation for Occupational Injuries and Diseases Act, 1993	Complete	
T2.3	RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS		
T2.3-A	Organisation Chart and Staffing Plan	Complete	
T2.3-B1	Qualifications and Relevant Experience of the Overall Project Director / Manager Must be Registered with ECSA as PrEng or prTech and Built Environment Qualification (NQF 7 or higher)	Complete/ Attach	
	CV in required format	Attach	

	Qualifications and Relevant Experience of the Project Manager/Quality Control Manager/Senior Visual Assessor (One Person) on Road Visual Assessments	Complete	
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	in required format	Attach	
	Road Visual Assessors: Experience Summary	Complete	
	CV's in required format	Attach	
T2.3-C2	Unpaved Road Visual Assessors: Experience summary	Complete/ Attach	
	CV's in required format	Attach	
T2.3-D	Draft Health and Safety Plans	Attach	
T2.3-E	Draft Quality Control Plans	Attach	

T2.2 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS

FORM SBDI- INVITATION TO BID AND TERMS AND CONDITIONS OF BIDDING

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PWR 15/25 (B;C)	CLOSING DATE:	07-NOV-2025	CLOSING TIME:	11H00
DESCRIPTION	PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF VISUAL ASSESSMENTS ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS IN Dr KENNETH KAUNDA DISTRICT (B) AND Dr RUTH SEGOMOTSI MOMPATI DISTRICTS (C) ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREETADDRESS)

PROVINCIAL DEPARTMENT OF PUBLIC WORKS AND ROADS					
MODIRI MOLEMA ROAD					
MMABATHO					
2735					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSC) No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED?	ayes ONO [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS *SERVICES WORKS OFFERED?	ayes ONO [IF YES ANSWER PART BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
Schedule A: Visual Assessments: anala District			
Schedule B: Visual Assessments: aka Modiri Molema District			
Schedule C: 10% Verification Assessm Bojanala District			
Schedule D: 10% Verification Assessm Ngaka Modiri Molema District			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Dept Public Works and Roads	CONTACT PERSON	Ms MK Moiloa
CONTACT PERSON	Dr. J. Scholtz	TELEPHONE NUMBER	018 388 4218
TELEPHONE NUMBER	018) 388 4476	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	mkmoiloa@nwpg.gov.za
E-MAIL ADDRESS	jscholtz@nwpg.gov.za		

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1 .1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

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

BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1 . IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS I TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER

CAPACITY UNDER WHICH THIS BID IS SIGNED

DATE

(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.

T2.2-A CERTIFICATE OF AUTHORITY FOR SIGNATURE

FIRM

1.1 A "Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Principals of the firm and shall be attached to this page. An example is given below.

JOINT VENTURE

2.1 The document of formation of the Joint Venture shall be attached to this page.

2.2 A "Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise there from, duly signed and dated, shall be provided by the Principals of each member of the Joint Venture and shall be attached to this page.

EXAMPLES OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

"By resolution of the Board of Directors passed at a meeting held on.....

Mr/Ms_____ whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for Contract No.: PWR 15/25 (A-D) and any contract which may arise there from on behalf of:

(Name of company or JV - block capitals)

SIGNED ON BEHALF OF THE COMPANY/JOINT VENTURE BY•.....

IN HIS/HER CAPACITY AS•

DATE:

SIGNATURE OF SIGNATORY•..... *

WITNESSES: 1.

2.

T2.2-B: CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER The Bidder shall attach to this page an original non-expired Certificate of Good Standing from the Compensation Commissioner.

In the case of a joint venture or consortium, each party shall provide its Certificate of Good Standing.

Similarly, each party shall provide its Compensation Fund Number below.

If the required information is not provided, then the Tender may be deemed to be non-responsive and therefore rejected.

Firm: _____ Compensation Fund NO'.....

Firm:Compensation Fund No•.....

Firm:Compensation Fund NO'.....

SIGNED ON BEHALF OF THE BIDDER•.....

—

2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. The information as supplied will be used to calculate the tenderer's functionality score as per clause 5.1 1.9 of the tender data.
5. **Bank Rating Letter (Minimum Bank Code C)**

i) Name of Account Holder:

iBank name:

v)	Bank	and	branch	contact	details				
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SIGNED ON BEHALF OF THE TENDERER:

.....

2- Pg

MANDATORY/ LEGISLATIVE REQUIREMENT: ATTACHED

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

Pre-Qualification Requirements		Check list s/ Tick each box
SBC) 1	Completed, attached and signed	
SBD 2	Completed, attached and signed	
SBD 4:	Completed, attached and signed	
SD 6.1:	Completed, attached and signed	
Specification document (Methodology)	Completed, attached and signed	
General Condition of contract:	Initialled and attached	
Provide Tax TCS Pin to verify Tax Status:	Attached	
Company Registration Documents from the Company Intellectual Property Commission (CIPC) must be attached to this page.	Attached	
Registration on national treasury central supplier database	Attached	

Note: Some requirements may not be applicable to International suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

T2.2- D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

SBD 6.1

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

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

1 . GENERAL CONDITIONS

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

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

1 .2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

1 .6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

Part

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where,

ps Points scored for price of tender under consideration

pt Price of tender under consideration

Pmin Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_s = 80 + \frac{P_t - P_{\max}}{10} \quad \text{or} \quad P_s = 90 + \frac{P_t - P_{\max}}{10}$$

Where

P_s — Points scored for price of tender under consideration
 P_t — Price of tender under consideration
 $P_{\max}$ — Price of highest acceptable tender

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the DPWR)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people — (minimum ownership 51 %)	12	
Located within the NW Province	8	

Part

Maximum Points	20	
----------------	----	--

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number
.....
- 4.5. TYPE OF COMPANY/ FIRM
Partnership/Joint Venture / Consortium

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One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have — (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary.

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

a

T2.2-E ID DOCUMENTS OF THE PRINCIPALS OF THE BUSINESS

Attach Certified copies of the ID documents of the principals of the business must be attached to this page.

The Principles of the business are as follows:

Form of Business	Principals
Company	The Directors of the company
Close Corporation	The key Members upon whom rests the direction of the affairs of the Close Corporation as a whole
Partnership	The key Partners upon whom rests the direction of the affairs of the Partnership as a whole
Joint Venture	The key Partners upon whom rests the direction of the affairs of the Joint Venture as a whole
Sole Proprietor	The Sole Owner of the business

Note: The date of certification must be less than 3 months from the date of the tender closure.

REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The Bidder shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za).

In the case of a joint venture (JV), the Bidder shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.

Bidders who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1.1).

In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor.....

Central Supplier Database Supplier Number:.....

Supplier Commodity:.....

Delivery Location:.....

— pg

T2.2 - F. TAX CLEARANCE COMPLIANCE

SBD 2

It is a condition of the tender that the taxes of the successful tenderer must be in order and therefore, the following information are required.

- 1.The tenderer must attach a full updated CSD certificate to this form.
- 2. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate CSD Certificate.
- 3. The tenderer can also supply the Employer with his unique security personal identification number (PIN) in order for the Employer to verify his tax compliance.

SIGNED ON BEHALF OF THE TENDERER:
.....

— pg

T2.2 - G: BIDDER'S DISCLOSURE**1 . PURPOSE OF THE FORM**

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

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

2 . Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

3 DECLARATION

I, the undersigned, (name) _____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.

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

[1] 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.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

2 —

T2.2-H SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY BIDDER•.....

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T2.2-I COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise•

Section 2: VAT registration number, if any•		
Section 3: CIDB registration number, if any•		
Name*	Identity number*	Personal income tax number*

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax

company registration certificate to this page Tick if attached: ☐

reference number

Attach

T2.2: The attached SBD1 must be completed for each tender and be attached as a tender requirement.

T2.2-F: The attached SBD2 must be completed for each tender and be attached as a tender requirement.

T2.2-G: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

T2.2-D: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date _____

Name Position _____

Enterprise name _____

T2.2-G CERTIFICATE OF INSURANCE COVER

The Bidder shall provide proof of his professional indemnity (PI) insurance showing the scope of that insurance. The PI insurance shall be valid until the anticipated end of the project period. This shall be attached to the separate technical proposal. In the event that the Bidder does not have PI insurance the Bidder may provide proof of obtaining a quote for PI Insurance cover. The successful Bidder will however then be required to provide proof of PI insurance prior to being awarded the contract.

The minimum value of the PI insurance shall be for twice the amount tendered excluding disbursements and contingencies.

In the case of a joint venture or consortium, each party shall prove its professional indemnity insurance.

If the required information is not provided, then the Tender may be deemed to be non-responsive and therefore rejected.

The Bidder shall provide the following details of this insurance cover and attach the actual certificates hereto:

i) Name of Bidder.....

ii) Period of Validity:
.....

iii) Value of Insurance:

Professional Indemnity - for each and every case

Company:
.....

Value:

☒ General public liability

Company:

Value:

☒ 3rd party liability

Company:

Value:

☒ SASRIA

Company:
.....

SIGNED BY BIDDER:.....

2-

T2.2-H CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT No.130 F 1993)

Notes to Bidder:

1. Discovery that the Bidder has failed to make proper disclosure may result in North West Department of Public Works and Roads terminating a contract that flows from this tender on the ground that it has been rendered invalid by the Bidder's misrepresentation.
2. The Bidder shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act, 1993 (Act No. 130 of 1993).

SIGNED BY BIDDER:

T2.3 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS

SUMMARY OF RETURNABLE SCHEDULES FOR FUNCTIONALITY CRITERIA

1. T2.3-A Organization Chart and Staffing Plan Bidders shall provide a
 - project organization chart and staffing plan, o Showing the technical level and composition of the project staff.
 - The organization chart must indicate the key personnel that will be engaged on the project and the support staff.
2. T2.3-B For Managerial Positions
The required key personnel for managerial positions are at least the following and should complete the indicated forms
 - , Overall Project Director/Manager- COMPLETE FORM T2.3.B1
 - Project Manager/Quality Control Manager/Senior Visual Assessor (one person) — COMPLETE FORM T3.2-B2
3. T2.3-C For Paved and Unpaved Visual Assessors:
The required key personnel for visual assessments are at least the following and should complete the indicated forms
 - , Paved Roads Visual Assessors (min 4XStaff) -COMPLETE FORM T2.3.C1
 - Unpaved Roads Visual Assessors (min 4 X Staff— may be similar as for Paved) — COMPLETE FORM T2.3.C2

Returnable schedules to be completed for Functionality Criteria. shall be evaluated according to FUNCTIONALITY CRITERIA stated in the invitation to bid. which includes the following:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 60 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The functionality evaluation criteria are outlined in the table below:

Table A: Functionality Criteria: Number of points allocated for staff members based on experience

Experience				Method of Evaluation		
NO	Item	Criteria	Experience	Method of Evaluation		
CAPACITY						
Experience of professionals employed by civil engineering company				Tenderer rating (Score 15)	Weighting	Tender's Score
						15
1	Overall Project Manager	Must be Registered with ECSA as PrEng or PrTech and Built Environment Qualification (NOF 7 or Higher).	Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 less than 3 years	1	25	
			Total Years of Post Registration Project Lead Experience in road visual assessments on TMH9 from 3 to less than 6 years	2		
			Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 from 6 to less than 10 years	3		
			Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 from 8 to less than 10 years	4		
			Total Years of Post Registration Project Lead Experience road visual assessment on TMH9 more than 10 years	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			
2	Quality Control Manager / Senior Visual Assessor (Visual Assessments for paved and unpaved roads)	Must be Registered with ECSA as PrEng or PrTech and Built Environment Qualification (NQF 7 or Higher).	Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 less than 3 years		15	
			Total Years of Post Registration Project Lead Experience in road visual assessments on TMH9 from 3 to less than 6 years	2		
			Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 from 6 to less than 10 years	3		
			Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 from 8 to less than 10 years	4		

		Total Years of Post Registration Project Lead Experience in road visual assessment on TMH9 more than 10 years	5	
(CV, qualification and affidavit from individuals to be attached as pr000				

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3	PROJECT VISUAL ASSESSMENT TEAM MEMBERS	Must have N Diploma or a Degree in Civil Engineering (NQF 6 or higher)	Relevant experience in visual assessment of roads based on TMH9 : Extent of less than 1000 km		20 (5 points per Member)	
			Relevant experience in visual assessment of roads based on TMH9 : Extent of 1000 km to 2000 km	2		
			Relevant experience in visual assessment of roads based on TMH9 : Extent of 2000 km to 4000 km	3		
			Relevant experience in visual assessment of roads based on TMH9 : Extent of 4000 km to 6000 km	4		
			Relevant experience in visual assessment of roads based on TMH9 : Extent of more than 6000 km	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			
COMPANY EXPERIENCE Experience of Consulting Firm						c
				Tender rating (Scorel -5)	Weighting	Tenders Score
						5
4	PROJECT EXPERIENCE REFERENCES	A Maximum of 50 points will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	1 Road Visual assessment Project completed: Appointment Letter and Client Reference Letter to be attached	1	40	
			2 Road Visual assessment Project completed: Appointment Letter and Client Reference Letter to be attached	2		
			3 Road Visual assessment Project completed: Appointment Letter and Client Reference Letter to be attached	3		
			4 Road Visual assessment Project completed: Appointment Letter and Client Reference Letter to be attached	4		
			5 Road Visual assessment Project completed: Appointment Letter and Client Reference Letter to be attached	5		

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T2.3-A ORGANIZATION CHART AND STAFFING PLAN

Bidders shall provide a	Organization chart and staffing plan attached (Attach at the back of this form)
• Project organization chart and staffing plan, showing the technical level and composition of the project staff. • The organization chart must indicate the key personnel that will be engaged on the project and the support staff.	
	YES/NO

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T2.3-B1: QUALIFICATIONS AND RELEVANT EXPERIENCE OF THE DIRECTOR/MANAGER

Name	Date of Birth	Position
(Attach CV at the back of this form(CV should match Table A1: Summary of projects from detailed CV below		

PROFESSIONAL REGISTRATION AND QUALIFICATIONS

- Certified copies of professional registration and qualifications must be attached to the tender

Registration with professional bodies		Qualifications
Professional registration body		Description of qualification
Level of registration		Institution
Registration number		Date obtained
Date of registration		NQF Level

RELEVANT EXPERIENCE (Experience in managing projects that involved the visual assessment of roads based on TMH9:

- List only the projects completed in the last 5 years that the Bidder considers relevant to the specified scope of works.

- Form to be completed by the candidate for the designated position in team.
- Bidders to add additional copies of this form as necessary to their tender submissions.

Client & Project No	Project Description	Relevant Experience started	Relevant Experience ended	Value	Position Held	Contact Person and position	Contact No.
Attach Detailed CV at the back of this form							CV attached: YES/NO
Number of Points scored according to Experience: Refer to Table A (Inclusion of CV shall count for full points according to experience level, otherwise points shall be halved if detailed CV is not included)							Points: _____ /20

Comments:

OVERALL PROJECT DIRECTOR/MANAGER: (continue)

I confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported on, and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY OVERALL PROJECT DIRECTOR/MANAGER:

DATE: SIGNATURE:

SIGNED BY BIDDER:

T2.3-B2: QUALIFICATIONS AND RELEVANT EXPERIENCE OF THE PROJECT MANAGER/QUALITY CONTROL MANAGER/SENIOR VISUAL ASSESSOR (ONE PERSON) ON ROAD VISUAL ASSESSMENTS
(Preferably a Senior Visual Assessor with experience in Visual Assessments of Project and Network Level)

Name	Date of Birth	Position in team
(Attach CV at the back of this form- (CV should match Table A1: Summary of projects from detailed CV below)		

PROFESSIONAL REGISTRATION AND QUALIFICATIONS

- *Certified copies of professional registration and qualifications must be attached to the tender.*

Registration with professional bodies		Qualifications
Professional registration body		Description of qualification
Level of registration		Institution
Registration number		Date obtained
Date of registration		NQF Level

T2.3-B2: PROJECT MANAGER/QUALITY CONTROL MANAGER/SENIOR VISUAL ASSESSOR: (continue)

RELEVANT EXPERIENCE (Experience in managing and quality control of projects involving the visual assessments of paved and unpaved roads based on TMH9

- *List only the projects completed in the last 5 years that the Bidder considers relevant to the specified scope of works.*
- *Form to be completed by the candidate for the designated position in team.*
- *Bidders to add additional copies of this form as necessary to their tender submissions.*

Table A2: Summary of projects (summarised from Detailed CV)

Client & Project No	Project Description	Relevant Experience started	Relevant Experience ended	Value	Position Held	Contact Person and position	Contact No.
(Inclusion of CV shall count for full points according to experience level, otherwise points shall be halved if detailed CV is not included)							CV attached: YES/NO
Number of Points scored according to Experience: Refer to Table A							/20

Comments:

T2.3-B2: PROJECT MANAGER/QUALITY CONTROL MANAGER/SENIOR VISUAL ASSESSOR: continue

I confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported on, and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY PROJECT MANAGER/QUALITY CONTROL MANAGER/SENIOR VISUAL ASSESSOR:

DATE: SIGNATURE:

SIGNED BY BIDDER:

T2.3-C VISUAL ASSESSMENTS: CVs AND EXPERIENCE

Provide Proof of experience in Visual Assessments — FORMS T2.3-C1 (Paved Roads) and T2.3-C2 (Unpaved Roads) and include Detailed CV's

For the position of Senior Visual Assessor, Paved (Form T2.3-C1) and Unpaved Visual Assessors (form T2.3-C2), the Bidder must provide proof of experience in TMH9 visual condition assessments in the last 5 years for every offered staff member, i.e.:

- Overall Visual Assessment Project Manager/Quality Controller/Senior Visual Assessor
- 4X Paved Visual Assessors
- 4X Unpaved Visual Assessors

The T2.3-C1 and T2.3-C2 forms should be duplicated and completed for each assessor and their CVs shall include the detail of projects worked on and as declared on these respective forms.

Include the name of the road authorities for whom TMH9 assessments were completed, contact details (names and telephone numbers), the length of road assessed by the specific assessor for every previous assignment and dates of each assignment must be provided as part of the tender.

The attached form: "TMH9 Network Level Experience Summaries" shall be a summary of the experience of the proposed personnel for the last five years only.

It should correspond to the CV and shall be completed for every proposed paved and unpaved road visual assessor. Forms which do not correspond to CV shall not receive the proposed points as in the functionality criteria.

Compulsory Briefing and Calibration sessions before execution of assessments

After appointment, the Bidder shall be named the Service Provider. The Service Provider shall during the inception phase of the project provide the tendered T2.3-C1 and T2.3-C2 forms before each assessment cycle, for approval of assessors/staff by the Employer. The Employer will then invite provisionally approved staff to attend briefing and calibration sessions. Only staff who has satisfactorily attended the briefing and calibration session and been approved by the Employer, may execute assessments for that specific year. The same approved personnel must carry out all the surveys on behalf of the Service Provider for that specific year. The Employer reserves the right to test offered staff at specific Testing sessions, prior to or during the Briefing and Calibration Sessions each year. Briefing and Calibration sessions are intended for experienced personnel and the purpose is not to provide training for TMH9, hence the Service Provider shall ensure that his personnel have refresher training prior to such briefing and Calibration sessions at his own cost.

The invitations to the Briefing and Calibration Session (of the provisionally approved staff) will be based on the information supplied in the CVs and the TMH9 Unpaved Network Level Experience Summary Forms.

Only approved Staff to be used.

Should the Service Provider use any personnel for the visual surveys who has not attended the Briefing and Calibration Session, or personnel who attended the session but were not approved by the Employer in writing, the Contract will be terminated forthwith, and the Service Provider will forfeit all further rights in terms of the Contract as from the date of such termination. The Service Provider will only be entitled to payment based on the tendered rates for work done up to the date on which he started using unapproved personnel and will thereafter not be considered for any future work. Establishing the date on which the Service Provider started using the unapproved staff will be up to the Employer only, with no recourse for the Service Provider to object or raise any legal concerns.

CV Requirements

Detailed CV's shall accompany the T2.3-C1 &2 Forms. In case where the CV is not attached during the bidding process, the bidder shall receive only half the points according to the experience stated on the T2.3-C1 &2-Forms, therefore it is of utmost importance that the CV shall be included and contain the detailed visual assessment information as stated on the T2.3-c1&2 Forms.

The following points are of particular importance:

- Person's date of birth;
- Person's qualifications (educational);
- Name of current employer and position in enterprise;
- List of previous employers, stating periods of service and telephone numbers;
- Previous visual survey experience in terms of paved and unpaved roads, highlighting specifically TMH9 network level survey experience. Such experience shall be expressed in terms of the length of road surveyed per assignment by the specific person.

Conditions which may lead to Termination of Contract

- For the subsequent years of the Contract, failure to supply the required personnel information before the start of the visual assessment cycles will also lead to the termination of the Contract.
- Should a Service Provider, in any specific year, not have sufficient staff available for the visual assessments during the programme execution time frame, or the Service Provider's visual assessor(s) does not pass the testing and calibration, this component of the Contract will be terminated.
- It is expected of the Service Provider to inform the Employer timely if the specific staff as tendered with will not be available for the next year's assessments, upon which T2.3-C1 Forms for the newly appointed staff shall be submitted to the Employer. Newly appointed staff shall have equal or better experience as was included in the T2.3-C1&2 Forms during tender stage.

T2.3-C1: TMH9 PAVED ROAD VISUAL CONDITION ASSESSMENTS

TMH9 PAVED NETWORK LEVEL EXPERIENCE SUMMARY FORM

(Make copies as needed, one per staff member, and attach copies + CV's to this page)

Name of Roads Visual Assessor:

Name of Company:

Name of Project Manager:

Contact Tel no:

Previous TMH9 PAVED network level visual assessment experience for the past five years is listed below (grouped per Employer). Attached CV

Table BI: PAVED NETWORK Experience

Name of Roads Authority worked for	Contact Name	Contact Telephone number	Dates of assignments	Lengths assessed by Assessor according to TMH9 Part E (km)
	Total Length			

	Total Length			
	Total Length			
	Total Length			
	Total Length			

TOTAL LENGTH OF PAVED ROADS VISUAL ASSESSMENT EXPERIENCE OF ASSESSOR FOR PAST 5 YEARS	
T2.3-C1 : Paved: No of Points allocated according to Functionality Criteria Table A Paved Road Visual Assessor: Relevant experience, meaning experience in visual assessments of paved roads according to TMH9 Extent of 4 000 km or more assessed: 15 Points Extent of 2000 km to 3999 km assessed: 5 Points Inclusion of CV shall count for full points according to extent assessed, otherwise points shall be halved if detailed CV is not included.	Points:
Attach Detailed CV at the back of this form when completed for each assessor.	CV attached: YES/NO

Signed on behalf of the Bidder.....

T2.3-C2: TMH9 PART E UNPAVED ROAD VISUAL ASSESSMENTS

TMH9 UNPAVED NETWORK LEVEL EXPERIENCE SUMMARY FORM
(make copies as needed, one per staff member, and attach copies + CV's to this page)

Name of Unpaved Roads Visual Assessor:

Name of Company:

Name of Project Manager:

Contact Tel no:

Previous TMH9 Unpaved network level visual assessment experience for the past five years is listed below (grouped per Employer). Attached matching detailed CV.

Table B2: UNPAVED rience
NETWORK Ex

Name of Roads Authority worked for	Contact Name	Contact Telephone number	Dates of assignments	Lengths assessed by Assessor according to TMH9 Pan E (km)
	Total Length			

	Total Length		
	Total Length		
	Total Length		

-

	Total Length	
TOTAL LENGTH OF EXPERIENCE OF ASSESSOR FOR PAST 5 YEARS		km
Attach Detailed CV at the back of this form when completed for each assessor		CV attached: YES/NO

Signed on behalf of the Bidder:

T2a3-D DRAFT HEALTH AND SAFETY PLANS

Bidders must submit one draft Health and Safety Plans for the execution of the work with their tender document.

The draft Health and Safety Plan shall provide evidence of the Bidder's planning regarding the following aspects of safety and include <u>at least</u> the following headings: 1. Risk register including risks and mitigation 2. Safety procedures 3. Emergency procedures in cases of incidents 4. Compliance with OHSA as relevant	Health and Safety Plan attached to the back of this page: YES/NO
--	--

The Employer and/or Employer's agent will assess the draft Health and Safety Plans and comment to the successful Bidders on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.

Signed on behalf of the Bidder •.....

T2.3-E DRAFT QUALITY CONTROL PLANS

Visual Assessments of Roads

Bidders must submit a draft Quality Control Plan for the execution of the work together with their Tenders.

The draft Quality Control Plan shall provide evidence of the Bidder's planning regarding the following aspects of quality control and include at <u>least</u> the following headings: - Quality control planning for visual assessments - Quality control procedures during execution of the visual assessments - Quality control compliance record keeping during and after execution of the visual assessments and data submission The draft Quality plan should include the following: - General quality requirements - Quality verification for: - o Planning stage - o Data collection - o Data analysis and handling - o Data submission according to TMH18 standards - o Verification of VCI's The draft Quality Control Plan shall be submitted as a separate document.	Quality Control Plan attached to the back of this page: YES/NO
--	--

The Employer will assess the draft Quality Control Plan and comment to the successful Service Provider on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.

Signed on behalf of the Bidder:.....

PART 3

North West Provincial Government
Department of Public Works and Roads



THE CONTRACT

PART C: THE CONTRACT

		Page
PART C1	AGREEMENT AND CONTRACT DATA	
CI.1	Form of Offer and Acceptance	
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CI.3	Standard Conditions of Contract	11-26
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0.1	Project Description	
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PART C1 AGREEMENT AND CONTRACT DATA

CI.1 : FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER NUMBER PWR 15/25 (A-D): PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF VISUAL ASSESSMENT ON THE NORTH

**WEST PROVINCIAL PAVED AND UNPAVED ROADS IN BOJANALA(A) AND
NGAKA MODIRI MOLEMA(D) DISTRICTS, ON BASIS OF AS-AND-WHEN
REQUIRED FOR A OF PERIOD OF FOUR YEARS (48 MONTHS):**

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

Schedule A: VISUAL ASSESSMENTS BOJANALA DISTRICT

Amount in words.....

R.....(in figures)

Schedule B: VISUAL ASSESSMENTS D: NGAKA MODIRI MOL-EMA DISTRICT

Amount in words.....

R.....(in figures)

Schedule C: VERIFICATION ASSESSMENTS BOJANALA DISTRICT

Amount in words.....

R.....

(in figures)

—

Schedule D: VERIFICATION ASSESSMENTS H: NGAKA MODIRI MOLEMA DISTRICT

Amount in words.....

R... .. (in figures)

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

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

Name: (of signatory in capitals):

Capacity: (of signatory):

Name of Bidder: (organisation):.....

Address:

Telephone number: Fax number:

Witness:

Signature:

Name: (in capitals):

Date:.....

[Failure of a Bidder to sign this form SHALL invalidate the tender]

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer for the applicable district(s) identified by the Employer. 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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in

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

and the schedules, forms, and documents or parts thereof, which may be incorporated by reference into Parts 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 Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Applicable district(s)'

.....

Signature:

Name: _____ (in _____ capitals)

Capacity:.....

Name of Employer (organisation).....

Address:

Witness: Signature• Name•.....

Date: #

—

C SCHEDULE OF DEVIATIONS

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

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

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

1. Subject'.....

Details• #

2. Subject' •.....

Details- •.....

3. Subject' • Details• •

.....

4. Subject' •.....

Details• •.....

5. Subject' • Details• •

.....

6. Subject' •.....

Details• •

.....

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

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

FOR THE BIDDER:

Signature•

Name:.....

Capacity:.....

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

Witness:.....

Signature• Name:

.....

Date:.....

FOR THE EMPLOYER:

Signature•.....

Name•.....

Capacity•.....

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

Witness:.....

Signature:.....

Name:.....

Date:.....

CI.2 : CONTRACT DATA

The Form of Contract to be used is the standard CIDB Standard Professional Services Contract - Third Edition July 2009 which is reproduced herein for ease of the reference as CI.3. The particular Conditions of Contract applicable to this Project are given below with each item being cross referenced to the relevant clause number in the Conditions of Contract to which it mainly applies.

Section 1: Data provided by the Employer

Clause	Item
1	The Employer is North West Department of Public Works and Roads
1	The Project is: Execution of Visual Assessment On The North West Provincial Paved and Unpaved Roads, On Basis of As-And-When Required and the Period for performance is 3 Years (48 MONTHS)
	Any reference to "Service Provider" shall be taken to be the same as a reference to "Contractor" and vice versa
3.2 and 3.4	The authorized and designated representative of the Employer is: Ms MK Moiloa and Mr KA Sitase The Employer's address for receipt of communication is: Telephone: (018) 388 4218 and 388 1398 respectively E-Mail: mkmoiloa@nwpg.gov.za and Sitase@nwpg.gov.za respectively Address: Old Parliament Building; Modiri Molema Road; Mmbatho; 2735
5	The location of performance of the Project is the road network under the jurisdiction of North West Department of Public Works and Roads
6	The Service Provider may not release public or media statements or publish material to the services or Project under any circumstances
15.1	The programme including ALL the activities is to be submitted on an annual basis. The first programme is due within 14 days of the Contract becoming effective with subsequent programmes being submitted within 7 days of the annual calibration sessions
15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks or as instructed by the employer

.16	• The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation. • Base date = original Bid/Tender advert closing date. • On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141. of Statistics South Africa under table B) and fixed at this value for the
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3- Pg

	following 12-month period. • Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed. • Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time. • Appointment will be valid for a period of four years and it would be expected of the service provider to fully execute all instructions issued within this period even if the work will run past the contract period. However, it should be noted that no escalation shall be granted in the fifth year.
.1.1	failure to comply with this obligation will result in clause 8.4.1 (c) being applied
.4.1	the Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule of not less than two (2) times the basic fee.
.2	the Service Provider is required to provide personnel proposed in Forms T2.3 in FULL accordance with the provisions of clause 7.2 and complete the abridged Personnel Schedule item 7.2.1 in Section 2 of this Contract Data.
	Replace "15 Days" with "14 Days"
.1	the Service Provider is to commence the performance of the Service within 14 days of the date that the Contract becomes effective
.2	the contract shall be concluded at the end of the period for performance or any mutually agreed extension to this period
.4.1(c)	Replace "thirty (30) days" with "(14) days"
.4.3(c)	the period of suspension under clause 8.5 is not to exceed 12 months.

																							
.1.2	he Key Persons and their qualifications and experience in relation to the services are: <table border="1"> <thead> <tr> <th>Key Position</th> <th>Name</th> </tr> </thead> <tbody> <tr> <td>1. Overall Project Manager/Director</td> <td></td> </tr> <tr> <td>2. Road Visual Assessments Project Manager/Quality Control</td> <td></td> </tr> <tr> <td>3.1 Paved Roads Visual Assessor(s)</td> <td></td> </tr> <tr> <td>3.2 Paved Roads Visual Assessor(s)</td> <td></td> </tr> <tr> <td>3.3 Paved Roads Visual Assessor(s)</td> <td></td> </tr> <tr> <td>3.4 Paved Roads Visual Assessor(s)</td> <td></td> </tr> <tr> <td>4.1. Unpaved Roads Visuals Assessor(s)</td> <td></td> </tr> <tr> <td>4.2. Unpaved Roads Visuals Assessor(s)</td> <td></td> </tr> <tr> <td>4.3. Unpaved Roads Visuals Assessor(s)</td> <td></td> </tr> <tr> <td>4.4. Unpaved Roads Visuals Assessor(s)</td> <td></td> </tr> </tbody> </table> ould additional persons be required/proposed, a separate personnel schedule is to be ttached	Key Position	Name	1. Overall Project Manager/Director		2. Road Visual Assessments Project Manager/Quality Control		3.1 Paved Roads Visual Assessor(s)		3.2 Paved Roads Visual Assessor(s)		3.3 Paved Roads Visual Assessor(s)		3.4 Paved Roads Visual Assessor(s)		4.1. Unpaved Roads Visuals Assessor(s)		4.2. Unpaved Roads Visuals Assessor(s)		4.3. Unpaved Roads Visuals Assessor(s)		4.4. Unpaved Roads Visuals Assessor(s)	
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CI.3 : STANDARD CONDITIONS OF CONTRACT

For ease of reference of the Bidder, the following Standard Conditions of Contract have been reproduced from the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (CIDB). This notwithstanding, the onus is on the Bidder to refer to the original document the content of which will take precedence over this reproduction should there be any discrepancy.

1. DEFINITIONS

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

- **Contract** : The Contract signed by the Parties and of which these General Conditions of Contract form part.
- **Contract Data** : Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
- **Contract Price** : The price to be paid for the performance of the Services in accordance with the Pricing Data.
- **Day** : A calendar day.
- **Defect** : A part of the Services, as performed, which does not comply with the requirements of the Contract.
- **Deliverable** : Any measurable, tangible, verifiable outcome, result or item that must be produced or completed
- **Employer** : The contracting party named in the Contract who employs the Service Provider.
- **Force Majeure** : An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- **Key Persons** : Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.
- **Others**: Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
- **Parties** : The Employer and the Service Provider.
- **Period of Performance** : The period within which the Services are to be performed and completed, commencing from the Start Date,
- **Personnel** : Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- **Personnel Schedule** : A schedule naming all Personnel and Key Persons.

- Pricing Data : Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.
- Project : The project named in the Contract Data for which the Services are to be provided.
- Scope of Work : The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
- Service Provider : The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
- Services : The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
- Start date : The date on which the Services are to commence. as stated in the Contract Data
- Subcontractor : A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing law

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

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

3.3 Language

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

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

3.4 Notices

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

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

3.5 Location

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

3.6 Publicity and publication

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

3.7 Confidentialit

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

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

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

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

a) a change in legislation takes place in accordance with the provisions of Clause 3.2;

3 -

b) a variation to the Services is made in accordance with the provisions of Clause 3.8;

c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);

d) the contract is suspended in accordance with the provisions of Clause 8.5;

e) the contract is restarted following a suspension;

f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an

extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider :

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

3.13 Equipment and materials furnished by the Employer

3 —

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

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

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance;
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for
- c) whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

(CPI_n-CPI₀)/CPI₀, where
:

CPI₀ = the indices specified in the Contract Data during the month in which the start date falls
CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

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

4.3 Assistance

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

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services;
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

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

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

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

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions discounts etc.

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or **timetables**.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

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

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

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

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

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

8.3 Force Maieure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the

terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

-) where the Services are no longer required;
- b) where the funding for the Services is no longer available;
- c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- d) if the Service Provider becomes insolvent or liquidated;
- e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

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

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

d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

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

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

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

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9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

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

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

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

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

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11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be subcontracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

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

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred,

without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

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12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

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

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

13. LIABILITY

13.1 Liability of the Service Provider

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

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

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

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

13.3 Compensation

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

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of FOUR YEARS from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

a) the sum insured in terms of 5.4 in respect of insurable events;

b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

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

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

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a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation;

b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

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

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

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

15 AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

CI.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993) (SECTION 37(2))

THIS AGREEMENT made at.....

On this the day of..... in the year between THE
DEPARTMENT OF ROADS AND TRANSPORT

(Hereinafter called "the Employer") of the one part, herein represented by.....

in his capacity as and delegate of the Employer in terms
of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

And.....

(Hereinafter called "the Mandatory") of the other part, herein represented by
.....

in his capacity as and being duly authorised by virtue of
a resolution appended hereto as Annexure CI.3-A;

WHEREAS the Employer is desirous that certain works be done, viz

and has accepted a Tender by the Mandatory for the execution of such works and whereas the
Employer and the Mandatory have agreed to certain arrangements and procedures to be
followed in order to ensure compliance by the Mandatory with the provisions of the
Occupational Health and safety Act, 1993 (Act 85 of 1993);

- 1) The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this contract.
- 2) This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either —
 - a) The date of the Final Certificate issued in terms of Clause 14 of the CIDB General Conditions of Contract (as contained in the "Standard Professional Services Contract", September 2015) (hereinafter referred to as "the GCC"), as contained in CI.2 of the Contract Documents pertaining to this Contract, or
 - b) The date of termination of the Contract in terms of Clauses 8.4 of the GCC.
- 3) The Mandatory declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993) as amended by the OHS Amendment Act No 181 of 1993, hereinafter referred to as "The Act", with special reference to the following Sections of the Act:
 - b) Section 8: General duties of Employers to their employees
 - c) Section 9: General duties of Employers and self-employed persons to persons other than employees
 - d) Section 37: Acts or omissions by employees or mandatories
 - e) Sub-section 37(2) relating to the purpose and meaning of this Agreement

- f) Other safety regulations, as applicable.
- g) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4) The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 5) The Mandatory warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 6) The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employees will at all times comply with the following conditions:
 - a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER•.....

Witnesses: 1. 2.

Names (in capitals): 1. 2.

SIGNED FOR AND ON BEHALF OF THE MANDATORY•.....

Witnesses: 1..... 2.

Names (in capitals): 1. 2.

ANNEXURE CI.3-A

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) (SECTION 37 (2))

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the board of directors passed at a meeting held on
..... 20.....,

Mr/Ms _____ whose signature appears below,
has been duly authorised to sign the AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

SIGNED ON BEHALF OF COMPANY:

IN HIS/HER CAPACITY AS:

DATE•.....

SIGNATURE OF SIGNATORY:

WITNESS.1 : WITNESS 2:
.....

NAME (in capitals):.....NAME (in capitals)•.....

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PART 4

North West Provincial Government Department of Public Works and Roads



PRICING DATA

PART 4 - Pg 1

PARTC2 PRICING DATA

0.1 PRICING INSTRUCTIONS

- 1) The Pricing Schedule includes estimated quantities for the various tasks involved in this project.
- 2) For the purposes of the Pricing Schedule, the following words shall have the meanings hereby assigned to them.

	The unit of measurement for each item of work as defined in the project specifications.
Quantity:	The number of units of work for each item.
	The payment required per unit of work executed.
Amount:	The product of the quantity and the tendered rate.

Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Provisional Sum: An amount allowed for an item, the exact extent of which is currently unknown. Such amounts are under the sole discretion of the Employer, and can only be expended following a specific instruction from the Employer.

Category A, B, C

and D Staff: Refer to the ECSA guidelines for the categorization of engineering staff and the DPSA guidelines for maximum limits.

- 3) This Pricing Schedule forms an integral part of the contract documents and must be read in conjunction with all other documents comprising the contract — particularly the pay item descriptions included herein under C3.2.
- 4) The quantities, sums, disbursement amounts and provisional sums set out in the Pricing Schedule are anticipated values only. The quantities/values of work finally accepted and certified for payment, and not the quantities/values given in the Pricing Schedule, will be used to determine payment. A reduction or increase in the quantities shall not be grounds for any adjustment to tendered rates. The only exception being where quantities increase and have an effect on time based items which may be adjusted at the employers discretion subject to the service providers submission in terms of clause 3.9 of the Conditions of Contract
- 5) The validity of the contract or the tendered prices shall in no way be affected by differences between the quantities/values in the Pricing Schedule and the quantities/values finally certified for payment.
- 6) The rates tendered shall include full compensation for support staff (typists, filing etc), overheads, disbursements (unless stated otherwise) profits, incidentals, tax (other than VAT). etc.
- 7) Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered nor shall items not be priced. Should the Bidder wish not to charge for a particular pay item, it is not to be left blank and a ZERO (0) is to be inserted in the rate and amount column. If a Bidder wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of the Tender Data
- 8) The tendered rates shall be valid irrespective of any change in the quantities no matter

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whether positive or negative during the execution of the contract.

- 9) The values of work or provisional sums stated in the Pricing Schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the service provider.
- 10) The value of work or provisional sums in the Pricing Schedule shall not be regarded as authorisation for the service provider to engage sub-consultants or to execute work. The service provider shall obtain the Employer's approval prior to executing work or making arrangements in this regard.

- 11) The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Refer to C3.2 for detailed description of the pay items
- 12) The rates entered by the Bidder to the Pricing Schedule shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled Pricing Schedule; the rates will be regarded as being correct.
- 13) The Employer shall have the right to make adjustments to the tender sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the service provider in making adjustments to the tender sum but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest Bidders must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 14) A bid may be rejected if the rates or disbursement rates for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The Bidder will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items.
- 15) All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.
- 16) The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in section C3.2
- 17) The pricing schedules are individually priced per District. Tenders will be evaluated according to price per district and Bidders may be appointed for any number of districts."
- 18) The Bidder should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and/or hardware will be entertained and should be included within the rates tendered.

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C2.2: PRICING SCHEDULE

The Bidder should be in possession of all the necessary Information and Communication Technology required to support this project and no procurement costs of software and/or hardware will be entertained and should be included within the rates tendered.

Pricing Schedule A: Visuals Bojanala Platinum DM

SCHEDULE A:
VISUAL ASSESSMENTS
BOJANALA PLATINUM DISTRICT

No	DESCRIPTION	UNIT	QUANTITY**	RATE (R)	AMOUNT (R)
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1.	Visual Assessments, Data Capture and TMH18 data submission				
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[illegible]

SCHEDULE D:					
VISUAL ASSESSMENTS					
NGAKA MODIRI MOLEMA DISTRICT					
No	DESCRIPTION	UNIT	QUANTITY**	RATE (R)	AMOUNT (R)
	Visual Assessments, Data Capture and submission of Raw and TMH18 data				
1.1	Assessments in inted area A				
1.1 .1	Flexible roads		3,640		
1.1 .2	Un aved roads		6,951		
1 .1 .3	Concrete roads		1		
1 .4	Block roads	Km	32		
2.	Inaccessible/undriveable roads	Km	100		
3.	Occupational Health and Safety Com liance	Sum	1		
4	Establishment of Team	No	4		
	**Quantities are estimation only for 2 rounds of visual assessments and include for each carriageway in case of dual carria ewa				
	SUB-TOTAL A				
	VAT				
	TOTAL SCHEDULE D -Carried over to Summa				

PART 4 5

Pricing Schedule

C: 10% Verification Assessments Bojanala Platinum DM

SCHEDULE E:					
VERIFICATION ASSESSMENTS					
BOJANALA PLATINUM DISTRICT					
No	DESCRIPTION	UNIT	QUANTITY**	RATE	AMOUNT (R)
	Visual Assessments, Data Capture and submission of Raw and TMH18 data				
1.2	Quality Verification Visual Assessments of 10% of the network				
1.2.1	10% Verification on Flexible roads	Km	387		
1.2.2	10% Verification on Unpaved Roads		439		
1.2.3	10% Verification on Concrete Roads	Km	Rate Onl		
1.2.4	10% Verification on Block Roads	Km	8		
3.	Occupational Health and Safety Compliance	Sum	1		
4	Establishment of Team	No	6		
	**Quantities are estimation only for 2 rounds of visual assessments and include for each carriageway in case of dual carriageways				
	SUB-TOTAL A				
	VAT				
	TOTAL SCHEDULE E - Carried over to Summa				

Pricing Schedule

-

H: 10% Verification Ngaka Modiri Molema DM

SCHEDULE H:					
VERIFICATION ASSESSMENTS					
NGAKA MODIRI MOLEMA DISTRICT					
No	DESCRIPTION	UNIT	QUANTITY**	RATE (R)	AMOUNT (R)
1 .	Visual Assessments, Data Capture and submission of Raw and TMH18 data				
1.2	Quality Verification Visual Assessments of 10% of the network				
1.2.1	10% Verification on Flexible roads	Km	364		
1.2.2	10% Verification on Un ved Roads	Km	695		
1.2.3	10% Verification on Concrete Roads		Rate Onl		
1.2.4	10% Verification on Block Roads	Km	3		
3.	Occupational Health and Safety Com liance	Sum	1		
4	Establishment of Team	No	6		
	**Quantities are estimation only for 2 rounds of visual assessments and include for each carriageway in case of dual carria ewa				
	SUB-TOTAL A				
				VAT	
	TOTAL SCHEDULE H - Carried over to Summa				

Pricing Schedule

Tender Summary

TENDER SUMMARY		
DESCRIPTION		AMOUNT (R)
SCHEDULE A	VISUAL CONDITION ASSESSMENTS FOR BOJANALA DISTRICT Carried forward to Form of Offer Cl .1	
SCHEDULE B	VISUAL CONDITION ASSESSMENTS FOR NGAKA MODIRI MOLEMA DISTRICT Carried forward to Form of Offer Cl. 1	
SCHEDULE C	VERIFICATION ASSESSMENTS FOR: BOJANALA DISTRICT Carried forward to Form of Offer Cl. 1	
SCHEDULE D	VERIFICATION ASSESSMENTS FOR: NGAKA MODIRI MOLEMA DISTRICT Carried forward to Form of Offer Cl . 1	

Amounts to be transferred to FORM of OFFER PART CI 1 A

PART 5

North West Provincial Government Department of Public Works and Roads



SCOPE OF WORK

PART O SCOPE OF WORK

C3.1 : PROJECT DESCRIPTION

Note: The following is an overview of the project and should be read in conjunction with the detailed project specifications (C4.2).

C3.1 u1 Introduction

The Employer, namely North West Department of Public Works and Roads requires the services of suitably experienced Service Providers to undertake the Visual Assessments of all flexible, concrete, block and unpaved roads owned by the North West Province.

It is the intention of the Employer to Appoint a Panel of two (2) Service Providers to undertake two rounds of visual assessments during the 48 MONTHS appointment period for each District. This means one service provider for each pair of Districts as allocated i.e:

- A. Visual assessments in Bojanala Platinum District
- B. Visual assessments in Ngaka Modiri Molema District
- C. 10 % Verification Visual Assessments in Bojanala Platinum District
- D. 10 % Verification Visual Assessments in Ngaka Modiri Molema District

C3.1.2 Services Overview

The services required of the Service Providers are as follows:

1. Submission of Programme and complying to timeframes and frequency of visual assessment as directed by the Employer
2. Establishment of visual assessment team in the respective District
3. Visual assessments of roads according to TMH9 latest edition
4. Capturing and noting in-accessible/un-assessable roads and reasons
5. Submission of Condition Data in TMH18 Committee Draft 5.0 format
6. Adherence to Occupational Health and Safety and submission of Health and Safety Plans
7. The Service Provider is to provide all necessary resources, vehicles and equipment to efficiently and safely conduct the visual inspections.
8. Adherence to standards and data quality requirements
9. Conducting 10 % Verification Independent Visual Assessments of another district

C3.1.2.1 Quality

The data collection and analysis are to be undertaken with a high degree of accuracy — to minimize erroneous reporting — and with optimal production outputs to ensure that the data reported is current.

Data quality and integrity will be of utmost importance and data that does not comply to the standard shall not be approved nor paid for. Integrity and quality include inter alia the following:

- Calibration of Assessors
- Calibrated data
- Data in TMH18 format (Committee Draft 5.0 version) complying to file formats, naming convention, data fields, field descriptions, field names, field lengths, data types, etc.
- Full set of data equaling the extent of the respective network
- Populated content of all data fields
- Visual Assessments within programme and specified timeframes

C3a1 03 Location of the [P] roject

The services are required on the total network owned by the North West Province, which consist of flexible, unpaved, concrete and block roads — refer locality map below.

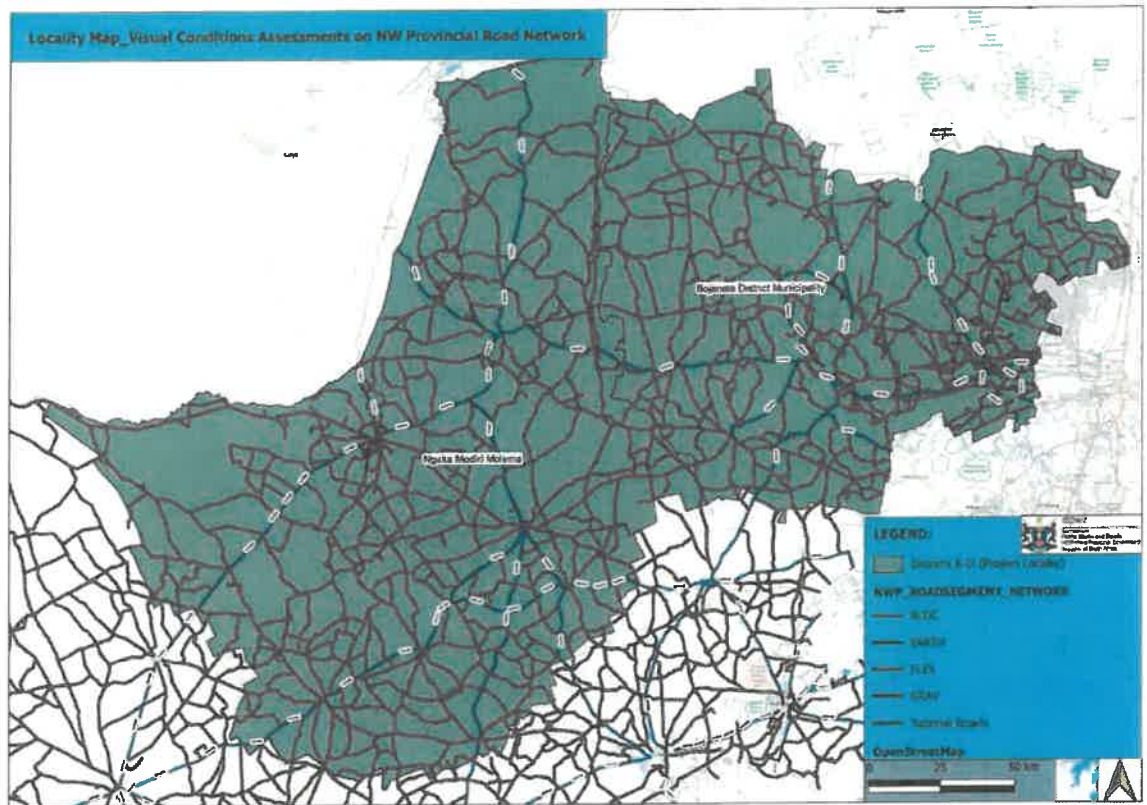


Figure C3 . 1 . 3 1. : Locality Map

C3.1.4 Extent of the Road Network

C3,1 Visual assessment quantities

The extent of the road network is presented in Table C4.1.4.1 below.

Table C3.1.4.1 : Extent of the Road Network er Pavement T

DISTRIC T; ROAD TYPE	DUA L	SINGL E	NETWO R EXTEN T	ASSESSMEN T TOTAL 1ST ROUND (DUAL EACH CARRIAGE WA Y + SINGLE)	ASSESSMEN T TOTAL 2ND ROUND (DUAL EACH CARRIAGE WA Y + SINGLE)	GRAN D TOTAL 2 x ROUN DS
Bojanala Platinum	44	4,080	4, 124	4,168	4,168	8,335
Flexible	43	1 ,847	1,89	1 ,934	1,934	3,868
Unpaved		2,193	1	2,193	2,193	4,385
Block	1	39	2,193	40		80
Concrete	0	1	40	1	1	2
Dr Kenneth Kaunda	16	3,089	3,104	3,120	3,120	6,240
Flexible	16	855	870	886	886	
Unpaved		2,232	2,232	2,232	2,232	4,463
Block		3	3	3	3	5
Dr Ruth Segomotsi Mom ti	o	7,148	7,148	7,148	7,148	14,29 7
Flexible		943	943	943		1,886
Unpaved		6,195	6,195	6,195	6,195	12,39
Block		10	10	10	10	0
Concrete		1	1	1	1	19
Ngaka Modiri Molema	44	5,224	5,268	5,312	5,312	10,62 3
Flexible	44	1 , 732	1776	1,820	1 ,820	3,640
Unpaved		3,476	3,476	3,476	3,476	6,95
Block		16	16	16	16	1
						32
Grand Total	103	19,54 1	19,64 4	19,748	19,748	39 495

The total to be assessed over a 38 month period is estimated at 9,392 km. The appointed Service Provider will therefore assess an estimated of 4,168 km twice for Bojanala Platinum District and twice for Ngaka Modiri Molema 5,312 km amounting to 10,623.18 km.

C3.1.42 10% Verification Assessments

The extent of 10 % of the network to be assessed for verification purposes is presented in Table C3.1.4.2.

Table C3.1.42 : Extent of assessments for verification on 10 % of the Road Network per Pavement

DISTRICT; ROAD TYPE	DUAL: TOTAL	SINGLE : 10% OF TOTAL	NETWORK EXTENT: OF TOTAL	ASSESSMENT TOTAL 1ST ROUND (DUAL X 2 + SINGLE): OF TOTAL	ASSESSMENT TOTAL 2ND ROUND (DUAL x 2 + SINGLE): OF TOTAL	GRAND TOTAL 2 ROUND OF TOTAL
Bojanala Platinum	4	408	412	417	417	834
Flexible	4	185	189	193	193	387
Un ved	0	219	219	219	219	439
Block	0	4	4	4	4	8
Concrete	0	0				
Dr Kenneth Kaunda	2	309	310	312	312	624
Flexible	2	85	87	89	89	177
Un ved	0	223	223	223	223	446
Block	0	0		0		
Dr Ruth Segomotsi Motheti		715	715	715	715	1,430
Flexible		94	94	94	94	189
Un ved		619	619	619	619	1,239
Block		1	1	1	1	2
Concrete				0		0
Naka Modiri Molema	4	522	527	531	531	1,062
Flexible	4	173	178	182	182	364
Un ved	0	348	348	348	348	695
Block	0	2	2	2	2	3
Grand Total	10	1,954	1,964	1,975	1,975	3,950

It is estimated that the Service Provider appointed to do 10 % Verification Assessments in Bojanala Platinum district will assess 417 km twice over the 36 month contract period, which amounts to 834 km in total, 387 km on paved roads, 439 on unpaved roads, and 8 km on Block roads.

The Service Provider appointed for 10% verifications for in Naka Modiri Molema District will be responsible for assessments of an estimated 364 km of paved, 695 km of unpaved and 3 km of block roads, which amounts to a total of 1,062 km in total.

The layout of the road network, which amounts to an estimated 10% of of the network, will be provided to the Service Provider, prior to assessments. It will be required from the Service Provider to schedule the verification assessment of the roads within 2 weeks before/after the normal assessments of that specific road.

C3.1.4.3 Existing RAMS Systems and Available Data

The Employer has the following existing systems in place:

➤ RAMS

➤ GIS

The appointed Service Provider shall receive a shape file with the segmented network upon appointment. The network definition file (.net) as well as the geometry file (shape file). will be

made available to the Service Provider upon appointment. These files shall be used to plan and assess roads accordingly.

C3.1.4.4 Condition of the Network

The condition of the assessed network during 2023 assessment is presented in table C3.1.4.3 below.

Table C3.1.44 Network Condition (km)

DISTRICT; EXTENT	VERY GOOD	GOOD	FAIR	POOR	VERY POOR	GRAND TOTAL
Bojanala Platinum						
Extent (Km)	120	241	769	1 , 142	1 ,798	4,071 21.90/0
Dr Kenneth Kaunda						
Extent (Km)	33	67	347	823		3,082 16.6%
Dr Ruth Segomotsi Mompoti						
Extent (Km)	155	489		2,905 15.65%	1 ,556 8.38%	6,301 33.9%
Ngaka Modiri Molema						
Extent (Km)	198	372	835	10.3%	1789	5,107 27.5%
Total Extent (Km)	506	1,169	3,148	6,784	6,954	18,561
Total %/0	2.7%	6.3%	17.0%	36.5%	37.5%	100.0%

40.0%

VCI per District(%)

35.0%

30.0%

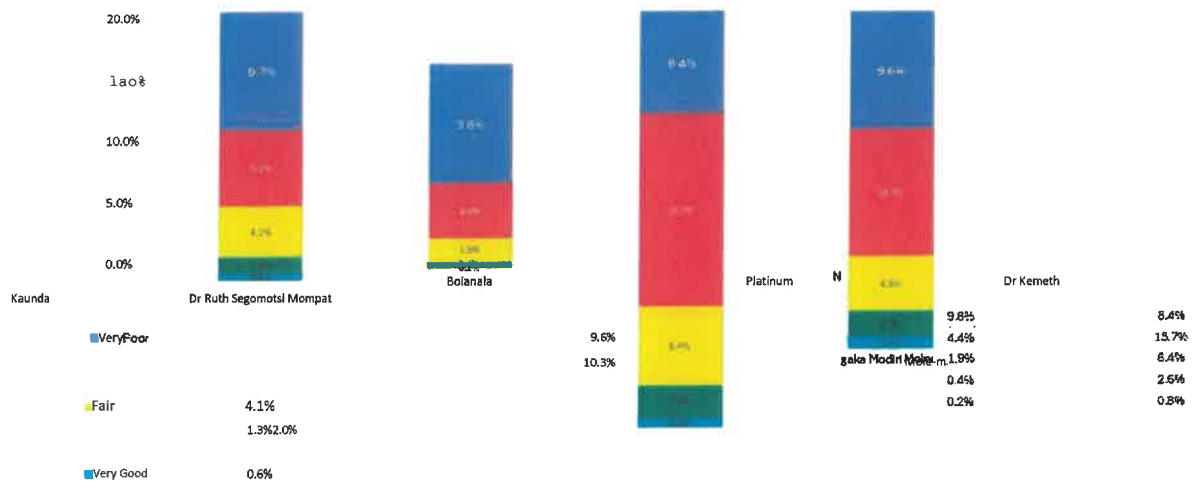


Figure (33.1 . 4 . 4: Network Condition per District and Road Type

.1.5Resources required

C3.1 Equipment

The Service Provider should be in possession of all the necessary Information and Communication Technology required to support this project and no procurement costs of software and/or hardware will be entertained and should be included within the rates tendered. The Service Provider will use his own equipment to capture and transfer data in the correct format as requested.

C3.1.5.2 Personnel and calibration sessions

The flexible and unpaved visual assessors must attend the compulsory annual briefing and calibration/accreditation sessions for 3 days before being permitted to undertake any visual condition assessments viz:

- Theoretical classroom workshop
 - > Individual practical field calibration visual assessments for paved and unpaved roads
- > Evaluation of visual assessment data according to control assessments and approval/disapproval of assessors based on the evaluation results.

In terms of the field visual assessment, the accuracy of the assessors will be a 2-stage evaluation:

- Stage 1: 90% of the Visual Condition Index values for the individual field visual assessment roads must be within a + or — 5 percentage points tolerance of the control Condition Index as determined by the employers RAMS engineer - illustrated by the example in the figures below:

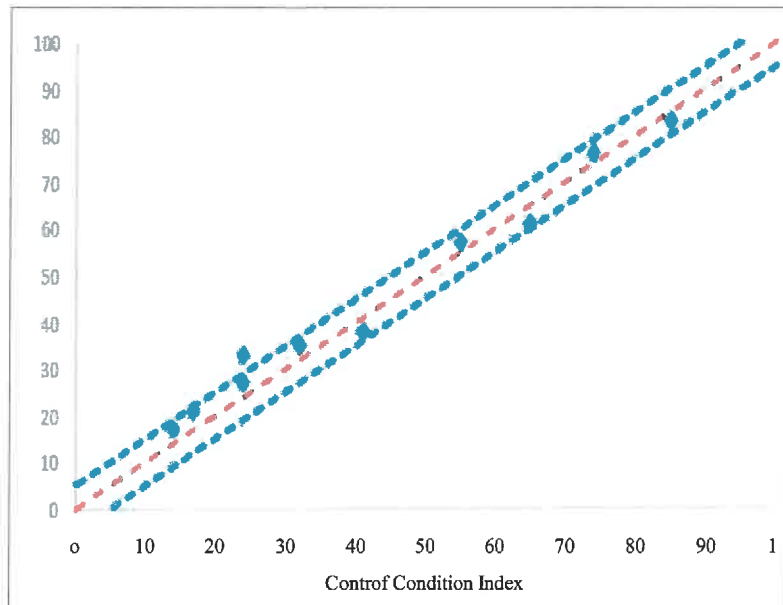
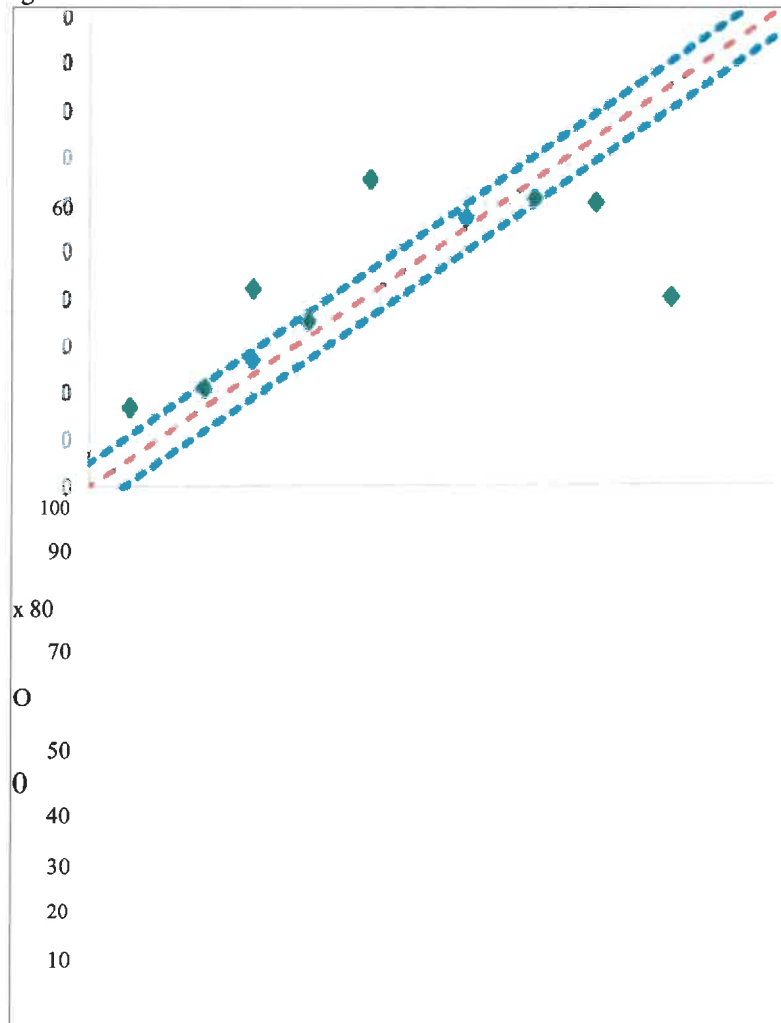


Figure C3.1.52.1: Control vs Assessor Condition Index Correlation Check : Pass





- It will be incumbent on the Service Provider to provide qualified and experienced assessors (according to tender regulations). In the case where visual assessments by assessors prove to be outside the limit of the control tests, it would be the responsibility of Service Providers to further train their assessors before calibration testing will be repeated at the cost of the Service Provider and before visual assessments can commence.

It is envisaged that the entire network will be completely assessed twice during the appointment period of 48 MONTHS.

Service Providers for normal assessments (Schedule A-D) and Service Providers for 10 % verification assessments (Schedule E-H) shall align their programmes at the beginning of the project to allow for assessments of a specific road in the same period (maximum 2 weeks apart for the specific road to be verified). This is to limit the risk for change to the condition of the specified roads.

Example: Provisional Programme for Visual Assessments

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C3.2 PROJECT SPECIFICATIONS

The specifications / pay item descriptions given hereunder are to be read in conjunction with Section C3.1.1 "PREAMBLE TO THE PRICING SCHEDULE", Section 4.1 "PROJECT DESCRIPTION" and Section C3.2 Schedule A; B, C and D "PRICING SCHEDULE OF RATES" — where the item numbers appearing in the latter refer to the corresponding item numbers in Section C4.2 (this section).

Should there be discrepancy between this section (C3.2 Project Specifications) and the contents of PREAMBLE TO THE PRICING SCHEDULE, PRICING SCHEDULE and/or PROJECT DESCRIPTION, the stipulations of this section: Section C3.2 PROJECT SPECIFICATION shall take precedence and be applied.

MEASUREMENTS AND PAYMENT ITEMS

PAY ITEM	UNIT
1. Visual Assessments, Data Capture and submission of Raw and TMH18 data	
1.1 Visual Assessments of total network	
1.1.1 Flexible roads (Km)	
1 Unpaved roads	(km)
1.2	
1.1 Concrete roads	(km)
1.3	
1	(km)
1.4 Block roads	
1.2 Quality Verification Visual Assessments of 10% of the network	
1.2.1 10% Quality Verification Flexible roads	(Km)
1.2.2 10% Quality Verification Unpaved roads	(km)
1.2.3 10% Quality Verification Concrete roads	(km)
1.2.4 10% Quality Verification Block roads	(km)

The visual assessments are to be conducted in accordance with the Draft TMH 9: Standard Visual Assessment Manual, issued by the Committee of Transport Officials (COTO) in 2013, or the latest applicable version.

Prior to the inspections being carried out, the Service Provider will be issued with a Shape File of the Segmented Network indicating the district and all the roads within the district to be assessed. The Service Provider shall install/import this shape file onto his Information and Communication Technology/Equipment and shall provide visual assessment details per

segment. In case where the site/field information differ e.g. road type with the issued shape file, the site/field information shall suffice and the visual assessment to be executed accordingly and changes shall be indicated by the Service Provider.

Raw Data:

The rate shall also include for submission of visual assessment data in raw format, which complies to TMH9 criteria. The raw data shall include a field for the length of visual assessments completed. The raw data shall be validated and verified for quality before submission to the Employer.

TMH18 Data:

The rate shall also include for processing of data in TMH18 Committee Draft 5.0 data exchange format, irrespective whether TMH9 assessment criteria includes it.

Visual assessment data shall be formally submitted in TMHI 8 Committee Draft 5.0 format or later version, which shall also include condition indices (e.g. VCI, RCI, MNI,SCI, STCI, FCI, etc) and engineering assessment details (distress degree and extent). Where visual assessment data requirements (TMH9) and submission data requirements (TMHI 8) differ, the discrepancies shall be discussed with the employer and the way forward shall be directed by the employer. TMH18 files should conform to the layout as in the TMH18 Committee Draft 5.0, and all fields should be populated in the submission.

Formulas Condition Indices:

Formulas and methods used to determine condition indices (VCI, RCI, etc) shall be shared with and approved by the employer prior to submission of data in order to align with the Employer's RAMS.

Programme:

The Service Provider for normal visual assessments and the Service Provider which will serve as the independent assessor for verification of 10% of the network, shall align their programmes at the beginning of the project so that the assessments are executed within the same period — maximum 2 weeks apart. This is to mitigate the risk of change in the condition of the respective road to be assessed.

The programme for submission of TMHI 8 data shall include for submission of TMHI 8 data not later than 4 weeks after completion of visual assessments of the specific segments.

10%Verification Assessments:

The Service Provider appointed for 10% verification assessments of visual assessments will serve as an independent visual assessor in an area in North West for which another Service Provider is appointed for.

Rate:

The tendered rate shall include for visual assessments according to the Employers Preliminary Works Schedule (Refer to Chapter C3.1.6). The tendered rate shall also include for provision of a programme and to be submitted to the Employer two weeks prior to commencement of visual assessments. The programme shall indicate the expected assessment period, which is to be approved by the Employer. The programme shall include for two week's consultation process between the Department and District Officials to confirm that the local community are aware of the visual assessments being conducted in the area.

The tendered rate shall include for visual assessment of roads in various condition categories, i.e. Very Poor, Poor, Fair, Good and Very Good quality. There will not be a distinction between the rates of assessing Very Poor and Very Good roads. Refer to Table C3.1.4.2 for the condition of the road network.

The rate shall be fully inclusive for all Information Communication and Technology (ICT), Equipment, Software, car rental, vehicles and travelling, accommodation, personnel, subsistence, insurance, other equipment, etc to assess and capture visual assessment data per road segment as identified on the shape file and network information file.

The rate shall include for all cost and effort exerted for data processing, verification, validation and transferring of the raw data into TMH18 format and submission thereof to the Employer.

The rate shall also include submission of an updated network definition file (according to assessments) which shall at least include the following fields: Authority ID, Road ID, Start Km, End Km, Start Date, Surface Type, Start Description, End Description and Geometry Link ID or as agreed to by the Employer. This file should link to the condition files and will be used to confirm the lengths of assessments.

The rate shall also include for the statistical analysis of comparing the 10 % verified visual assessment data and the visual assessment by both Service Providers. The statistical analysis shall be submitted to the employer for approval. The statistical data shall be used for proof of data quality and calibration of assessors and/or data.

Unit of Measurement:

The unit of measurement shall be kilometres (km) of carriageway lengths assessed. Dual carriageways consist of two carriageways and in this case each carriageway will be assessed.

The quantities are estimation only and shall be confirmed upon appointment of the Service Provider.

PAY ITEM

UNIT

■ Capture of Inaccessible/un-assessable roads(km)

Roads which cannot be accessed during execution of visual assessments, due to an obstruction, shall be recorded by the Service Provider.

The tendered rate shall be fully inclusive of equipment and personnel and the effort and cost exerted to reach the inaccessible road, and to capture obstructions and reasons for obstructions.

The Bidder is required to supply their own GPS enabled cell phone or tablet/ICT for collection of information. Common reasons why a road may be inaccessible/un-assessable includes the following:

- Road not driven, nor assessed, due to obstruction e.g. farm gate or closed for any reason e.g. under construction.
- Uri-assessable due to undriveable road condition e.g flooded or severely eroded.

The tendered rate shall be fully inclusive of all equipment, hardware, soft ware, vehicles and personnel and the effort and cost exerted to reach the un-assessable road, and the attempt to assess this road for at least a few kilometres if possible.

Proof of and reasons for inaccessible/un-assessed roads shall be submitted in a format agreed prior to visual assessments, together with the shape file/position (start and end co-ordinates) and an updated network definition file (.net)

The unit of measurement shall be kilometres of road inaccessible/un-assessed.

PAY ITEM

UNIT

3. Occupational Health and Safety Compliance (Lump Sum)

The Service Provider shall submit a draft Health and Safety Plan for the execution of the work before each cycle of visual assessments. The draft Health and Safety Plan shall provide evidence of planning regarding the following aspects of health and safety and include at least the following headings:

- Risk register including the risks and mitigation measures
- Safety procedures during assessments
- Emergency procedures in cases of incidents
- Compliance with OHSA as relevant

The Employer and/or Employer's agent will assess the draft Health and Safety Plan and comment on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any sunteys.

The Service Provider is required to comply with the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993, and applicable regulations

The Service Provider is to perform the work entirely at their own risk and must ensure that suitable safety precautions are taken at all times, these should include but is not limited to: • The wearing of approved high visibility safety vests by their staff during the surveys.

- An orange, rotating safety lamp and
- Suitable warning signs, on all vehicles used for carrying out the visual surveys.

The Service Provider is responsible for their own insurance and shall indemnify and hold the Department and RAMS Programme Managers harmless against any loss, claims, demands, proceedings, damages and expenses of whatsoever nature in respect of loss of or damage to any property of any person in their employ, resulting from the execution of the work.

The unit of measurement shall be a lump sum on approval of the Health and Safety Plan and signature by the successful Service Provider of the health and safety agreement.

Payment shall be 50 % upon approval of the plan and 50 % on completion of the visual assessments.

PAY ITEM

UNIT

4. Establishment of Team No

Establishment will include for the establishment of the team in North West for each cycle of visual assessment for the following events:

	Schedule A, B, C, D	Schedule E, F, G,
Establishment event	Service Provider executing visual assessments	Service Provider executing 10% Verification Assessments
1st Round of assessments		
Briefin and Calibration session	1	1
Doin assessments	1	
10% Verification		2
2nd Round of assessments		
Briefin and Calibration session	1	1
Doin assessments	1	
10% Verification		2
TOTAL times establish	4	6

Therefore, it is foreseen that establishment will be 4 times during the execution of the project (2 times during each round of assessments) for the Service Provider executing normal visual assessments according to Schedule A, B, C & D.

It is estimated that Service Provider executing 10 % verification assessments be established 6 times (once for the briefing session and 2 times during assessments) per round of assessments.

The rate shall be fully inclusive of travel, equipment, accommodation, disbursements, etc., and all cost and effort to establish the team.

The unit of measurement shall be a for the number (No.) of times of establishment.