

North West Provincial Government Department of Public Works and Roads



INVITATION TO BID

BID REFERENCE NUMBER: PWR 14/25

PROCUREMENT OF ENGINEERING SERVICES FOR ROAD SURVEILLANCE MEASUREMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

DATE OF ADVERTISING	27 / 02 / 2026
COMPULSORY BRIEFING SESSION DATE AND TIME:	12 / 03 / 2026 @ 10H00 Venue: Embassy hall in Mahikeng
CLOSING DATE AND TIME :	27 / 03 / 2026 @ 11H00
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:
2735 Modiri Molema St
Montshiwa Unit 2
Mahikeng

NAME OF TENDER: _____



public works & roads

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

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4483
Email: doliphant@nwpg.gov.za

INVITATION TO BID

BID NO PWR 14/25: Execution of road surveillance measurements (profile and deflection measurements) on the North West Provincial Paved and Unpaved roads, on basis of as and when required for a period of four years

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 14/25

Bid Description : Execution of road surveillance measurements (profile and deflection measurements) on the North West Provincial Paved and Unpaved roads, on basis of as and when required for a period of four years

Closing Date : 27th March 2026

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 : Public Works and Roads

Contact Person : Mr. K. Sitase or Ms .M.K. Moiloa

Tel no : 018 388 1398 / 018 388 4218



There will be a Compulsory Briefing meeting on the 12th March 2026 at Embassy Hall in Mahikeng at 10H00

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

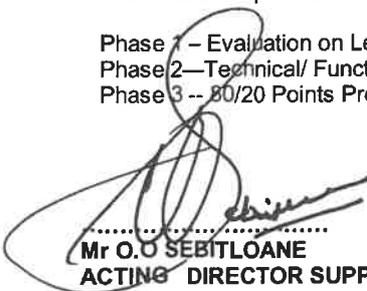
The prospective bidders are required to provide the following documentation:

- Duly completed and signed 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 (COIDA)
- Original Valid Tax Clearance Certificates
- Joint Venture Agreement signed by both parties where applicable
- Originally Certified Copies of Identity Documents of Owners/ Directors/ Members/ Shareholders 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


.....
Mr O.O SEBITLOANE
ACTING DIRECTOR SUPPLY CHAIN MANAGEMENT


.....
DATE



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PART T1

North West Provincial Government Department of Public Works and Roads



GENERAL TENDER REQUIREMENTS

PART T1 TENDERING PROCEDURES

T1.1 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.

T1.2: 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 T1.3 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.

F1.1	The Employer is the Department of Public Works and Roads, North West Provincial Government, Republic of South Africa.
F1.2	The tender documents issued by the employer comprises: THE TENDER: Part T1 : Tender Procedures. Part T2 : Returnable Documents. THE CONTRACT: Part C1 : Agreements and Contract Data. Part C2 : Pricing Data. Part C3 : 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.
F.2.7	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, at no additional cost.
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 be 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: Physical Address Provincial Head Office - Department of Public Works and Roads, Modiri Molema Road, Old Parliament Complex Mmabatho

F2.13.10	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.																							
F2.13.11	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 in T2.1.																							
F3.5	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, 2022.																							
	<table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th> <th>Specific Goals – Ownership and location</th> <th>Number of points allocated (80/20 system) (To be completed by the Department)</th> <th>Number of points claim (80/20 system) (To be completed by tenderer)</th> </tr> </thead> <tbody> <tr> <td rowspan="6">Ownership and locality</td> <td>Black ownership</td> <td>4</td> <td></td> </tr> <tr> <td>Women</td> <td>4</td> <td></td> </tr> <tr> <td>Youth</td> <td>2</td> <td></td> </tr> <tr> <td>People with disabilities</td> <td>2</td> <td></td> </tr> <tr> <td>(Locality) Enterprises must have an active office within the North West province</td> <td>8</td> <td></td> </tr> <tr> <td>MAX POINTS</td> <td>20</td> <td></td> </tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the Department)	Number of points claim (80/20 system) (To be completed by tenderer)	Ownership and locality	Black ownership	4		Women	4		Youth	2		People with disabilities	2		(Locality) Enterprises must have an active office within the North West province	8		MAX POINTS	20	
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F.3.13	<p>Acceptance of Tender offer:</p> <ol style="list-style-type: none">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; and3) The Bidder has not:<ol style="list-style-type: none">a) Abused the Employer's Supply Chain Management System; orb) Failed to perform on any previous contract and has been given a written notice o this effect; <p>It is considered that the performance of the services will not be compromised through any of interest.</p>
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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.

T1.3: 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 38960 of 10 July 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 T2

North West Provincial Government Department of Public Works and Roads



RETURNABLE DOCUMENTS

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-1	Invitation To Bid – Supplier Information	Complete	
T2.1	List of Returnable documents (This form)	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	Preference Points Claim Form	Complete	
T2.2-E	ID Documents of the principals of the business	Complete/Attach	
T2.2-F	Tax Clearance Compliance	Complete	
T2.2-G	Bidder's Disclosure	Complete	
T2.2-H	Schedule of Addenda to Tender Documents	Complete	
T2.2-I	Compulsory Enterprise questionnaire	Complete	
T2.2-J	Certificate of Insurance Cover	Complete/Attach	
T2.2-K	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-A0	Organisation Chart and Staffing Plan	Complete	
T2.3-A1	Key Personnel Experience – Project Manager	Complete & Attach CV	
T2.3-A2	Key Personnel Experience – Quality Control Manager	Complete & Attach CV	
T2.3-A3	Key Personnel Experience -Profile Equipment Operator	Complete & Attach CV	
T2.3-A4	Key Personnel Experience -Deflection Equipment Operator	Complete & Attach CV	
T2.3-A5	Equipment Specifications	Complete & Attach	
T2.3-B	Equipment Calibration, Validation and Certification	Complete & Attach	

T2.3-C	Company Experience – Network Level- Profilometer Assessments	Complete	
T2.3-D1	Company Experience – Network Level – Deflection Measurement	Complete	
T2.3-D2	Certificate of Quality System in terms of road pavement condition surveys by means of specialised surveillance equipment	Complete & Attach	
T2.3-E	Overall Points Claimed	Complete	
T2.4	RETURNABLE PLANS THAT WILL BE INCORPORATED INTO THE CONTRACT		
T2.4-A	Health And Safety Plan	Attach	
T2.4-B	Contract Quality Plan	Attach	

FORM SBD1- 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 14/25	CLOSING DATE:	27 MARCH 2026	CLOSING TIME:	11:00
DESCRIPTION	ROAD SURVEILLANCE MEASUREMENTS (PROFILE AND DEFLECTION MEASUREMENTS) WITHIN THE NORTH WEST PROVINCE FOR A PERIOD OF THREE YEARS (36 MONTHS)				

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

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	CSD No:

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>Schedule A: Road surveillance (FWD and Profile measurements) for Provincial road network</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>	<p>Dept Public Works and Roads</p>	<p>CONTACT PERSON</p>	<p>Mr KA Sitase / Ms MK Moiloa</p>
<p>CONTACT PERSON</p>	<p>Ms MK Moiloa</p>	<p>TELEPHONE NUMBER</p>	<p>(018) 388 1398/4218</p>
<p>TELEPHONE NUMBER</p>	<p>(018) 388 4218</p>	<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	<p>sitase@nwpg.gov.za</p>
<p>E-MAIL ADDRESS</p>	<p>mkmoiloa@nwpg.gov.za</p>		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED), ONLINE OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT
- 1.3. 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 MAY 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?
YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / 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
DATE**

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 14/25 PROCUREMENT OF ENGINEERING SERVICES FOR ROAD SURVEILLANCE MEASUREMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS) 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:

T2.2-C: BANK DETAILS AND BANK RATING CERTIFICATE

Notes to Bidder:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition 5.8.
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 5.11.9 of the tender data.
5. **Bank Rating Letter (Minimum Bank Code C)**

The tenderer shall provide the following:

- i) Name of Account Holder:
- ii) Account Number:
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details
-

SIGNED ON BEHALF OF THE TENDERER:

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 ✓ Tick each box ✓
SBD 1: Completed, attached and signed	
SBD 2 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 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.

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where,

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

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
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (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	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the Department)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and locality	Black ownership	4	
	Women	4	
	Youth	2	
	People with disabilities	2	
	(Locality) Enterprises must have an active office within the North West province	8	
	MAX 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

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:
.....
.....

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:

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:

T2.2-G: BIDDER'S DISCLOSURE

SBD 4

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:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to

[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.

and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

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
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE BIDDER:

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 reference number

Attach company registration certificate to this page Tick if attached:

Section 4: The attached SBD1 must be completed for each tender and be attached as a tender requirement.

Section 5: The attached SBD2 must be completed for each tender and be attached as a tender requirement.

Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.

Section 7: 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-J 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:

Value:

SIGNED BY BIDDER:

T2.2-K 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 ON BEHALF OF THE BIDDER:

T2.3 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS

The Bidders shall complete the schedules required for evaluation of the tender offers, which include evidence of experience and standards. Where applicable, the bidders shall complete points claimed in terms of the Tender Data Clause F3.11.

The schedules include the following:

T2.3-A: Key Personnel Experience:

T2.3-A0: Organisation Chart and Staffing Plan

T2.3 A1: Key Personnel Experience: Project Manager

T2.3 A2: Key Personnel Experience: Quality Control Manager (may be the same person as project manager)

T2.3 A3: Key Personnel Experience: Profile Equipment Operator

T2.3 A4: Key Personnel Experience: Deflection Equipment Operator

T2.3-B&C: Compliance with Equipment Specifications

T2.3-B Equipment

T2.3-C Compliance with Equipment Calibration, Validation and Certification

T2.3-D: Company Experience

T2.3-D1 Company Experience in Deflection Measurements on Network Level

T2.3-D2 Company Experience in Profilometer Assessments on Network Level

T2.3-E: Compliance with Quality Management System

T2.3-E ISO 9001:2015 Quality Management Certificate in terms of Road Pavement Condition Surveys

T2.3-F: Overall Evaluation of Points Claimed

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 68 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:

No	Item	Criteria	Experience	Method of Evaluation		
				A	B	C
CAPACITY						
Experience of professionals employed by civil engineering company				Tenderer rating (Score 1-5)	Weighting	Tender Score (%) =(AxB)/5
1	Overall Project Manager	Must be Registered with ECSA as PrEng or PrTech in Civil Engineering (Qualification NQF 7 or Higher).	Total Years of Post Registration Project Lead Experience in managing network level projects that involved the road surveillance measurements of roads less than 3 years	1	25	
			Total Years of Post Registration Project Lead Experience in managing network level projects that involved road surveillance measurements of roads from 3 to less than 6 years	2		
			Total Years of Post Registration Project Lead Experience in managing network level projects that involved road surveillance measurements of roads from 6 to less than 8 years	3		
			Total Years of Post Registration Project Lead Experience in managing network level projects that involved road surveillance measurements of roads from 8 to less than 10 years	4		
			Total Years of Post Registration Project Lead Experience in managing network level projects that involved road surveillance measurements of roads more than 10 years	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			
2	Quality Control Manager	Must be Registered with ECSA as PrEng or PrTech in Civil Engineering (Qualification NQF 7 or Higher).	Total Years of Post Registration project quality control experience in FWD and or Profilometer surveys on network level less than 3 years	1	15	
			Total Years of Post Registration project quality control experience in FWD and or Profilometer surveys on network level from 3 to less than 6 years	2		
			Total Years of Post Registration project quality control experience in FWD and or Profilometer surveys on network level from 6 to less than 8 years	3		
			Total Years of Post Registration project quality control experience in FWD and or Profilometer surveys on network level from 8 to less than 10 years	4		
			Total Years of Post Registration project quality control experience in FWD and or Profilometer surveys on network level more than 10 years	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			

3	Profile Equipment Operator	Must have N.Diploma or a Degree in Civil Engineering (Qualification NQF 6 or higher)	Relevant experience in executing profiling measurements of paved and or unpaved roads on network or project level according to TMH6 : Extent of less than 1000 km	1	10	
			Relevant experience in executing profiling measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 1000 km to 2000 km	2		
			Relevant experience in executing profiling measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 2000 km to 4000 km	3		
			Relevant experience in executing profiling measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 4000 km to 6000 km	4		
			Relevant experience in executing profiling measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of more than 6000 km	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			
4	Deflection Equipment Operator	Must have N.Diploma or a Degree in Civil Engineering (Qualification NQF 6 or higher)	Relevant experience in executing FWD measurements of paved and or unpaved roads on network or project level according to TMH6 : Extent of less than 1000 km	1	10	
			Relevant experience in executing FWD measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 1000 km to 2000 km	2		
			Relevant experience in executing FWD measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 2000 km to 4000 km	3		
			Relevant experience in executing FWD measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of 4000 km to 6000 km	4		
			Relevant experience in executing FWD measurements of paved and or unpaved roads on network or project level according to TMH6: Extent of more than 6000 km	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			

COMPANY EXPERIENCE Experience of Consulting Firm			A	B	C	
			Tender r rating (Score1-5)	Weight- ing	Tenders Score (%) '=(AxB)/5	
5	Company Experience: Deflection Measurements	A Maximum of 10 points will be allocated to professional services provider with	1 Deflection Measurements on NETWORK level Project completed: Appointment Letter and Client Reference Letter to be attached	1	10	
			2 Deflection Measurements on NETWORK level project completed: Appointment Letter and Client Reference Letter to be attached	2		

	NETWORK level	relevant previous experience on completed projects of a similar nature.	3 Deflection Measurements on NETWORK level project completed: Appointment Letter and Client Reference Letter to be attached	3		
			4 Deflection Measurements on NETWORK level project completed: Appointment Letter and Client Reference Letter to be attached	4		
			5 Deflection Measurements on NETWORK level project completed: Appointment Letter and Client Reference Letter to be attached	5		
6	Company Experience: Profiler Verifications NETWORK level	A Maximum of 10 points will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	1 Profile measurement Project completed: Appointment Letter and Client Reference Letter to be attached	1	10	
			2 Profile measurement Project completed: Appointment Letter and Client Reference Letter to be attached	2		
			3 Profile measurement Project completed: Appointment Letter and Client Reference Letter to be attached	3		
			4 Profile measurement Project completed: Appointment Letter and Client Reference Letter to be attached	4		
			5 Profile measurement Project completed: Appointment Letter and Client Reference Letter to be attached	5		
7	ISO 9001:2015 Quality Management Certificate	A Maximum of 20 points will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	Certification included	5	20	
			Certification excluded	0		

T2.3-A0 ORGANIZATION CHART AND STAFFING PLAN

<p>Bidders shall provide a</p> <ul style="list-style-type: none">• 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.	<p>Organization chart and staffing plan attached (Attach at the back of this form)</p> <p>YES/NO</p>
---	--

T2.3-A1 KEY PERSONNEL EXPERIENCE – PROJECT MANAGER

1. Tenderers shall enter in the table below information in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached this form. There are no specific qualification and experience requirements set for the key personnel, but the information is required to get an understanding of the competence and experience of the key personnel.
2. The Tender may use his own form in the event that more details as the lines on the forms allowed for, are available.
3. Attached Curriculum Vitae of the proposed personnel to these forms

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE ON NETWORK LEVEL	POINTS CLAIMED FOR YEARS EXPERIENCE (SEE TENDER DATA CLAUSE F3.11)
	Project Manager						

Note *1 Or equivalent international professional body

Experience in terms of NETWORK Level: List the most recent projects that the tenderer considers relevant to the years of experience corresponding to the points claimed in Clause F3.11 as well as the specified position and scope of works

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I confirm that the information provided herein is correct. In terms of the evaluation rules and points applicable given in clause F.3.11 of the tender data, the tenderer claims points for the proposed Project Manager.

DATE AND SIGNATURE BY OVERALL PROJECT MANAGER

DATE: SIGNATURE:

SIGNED ON BEHALF OF THE BIDDER:

T2.3-A2 KEY PERSONNEL EXPERIENCE – QUALITY CONTROL MANAGER

1. Tenderers shall enter in the table below information in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached this form. There are no specific qualification and experience requirements set for the key personnel, but the information is required to get an understanding of the competence and experience of the key personnel.
2. The Tender may use his own form in the event that that more details as the lines on the forms allowed for, are available.
3. Attached Curriculum Vitae of the proposed personnel to these forms
4. The Quality Control Manager may be the same person as Project Manager or Project Leader

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	No. OF YEARS RELEVANT EXPERIENCE ON NETWORK LEVEL	POINTS CLAIMED FOR YEARS EXPERIENCE (SEE TENDER DATA CLAUSE F3.11)
	Quality Control Manager						

Note *1 Or equivalent international professional body

Experience in terms of NETWORK Level: List the most recent projects that the tenderer considers relevant to the years of experience corresponding to the points claimed in Clause F3.11 as well as the specified position and scope of works

CLIENT	DESCRIPTION OF PROJECT	PROJECT DURATION	VALUE	POSITION HELD	CLIENT CONTACT PERSON AND FIRM ²	CONTACT No ² .

Note *2 The onus is on the tenderer to ENSURE that contact details are CORRECT.

Comments:

I confirm that the information provided herein is correct. In terms of the evaluation rules and points applicable given in clause F.3.11 of the tender data, the tenderer claims points for the proposed Quality Control Manager.

DATE AND SIGNATURE BY OVERALL QUALITY CONTROL MANAGER

DATE: SIGNATURE:

SIGNED ON BEHALF OF THE BIDDER:

T2.3-B EQUIPMENT

Tenders are to confirm their compliance in Table 8 with the equipment specifications, based on the TMH 13 recommendations as captured and revised in Tables 1 to 7. The equipment for both the profilers and deflectometers includes the following:

- Global Positioning System (GPS)
- Survey vehicle
- Survey computer and operating system
- Software requirements
- Deflection measurement system

GLOBAL POSITIONING SYSTEM (GPS)

GPS coordinates should be linked directly to the data.

A GPS shall be used to:

- Verify that the correct road was tested.
- Assist to identify the correct start and end positions of a road link.
- Act as a validation system to resolve data discrepancies due to various factors and in general to verify the wheel path followed.

GPS coordinates shall be collected in addition to location referencing. The GPS system shall be validated by plotting the GPS coordinates obtained from each 'Verification Section' on which FWD measurement accuracy validation is performed. The location details of these Verification Sections will be agreed with the Tenderers. GPS coordinates shall be submitted together with verification data as well as network FWD data.

A summary of the required GPS equipment specifications is provided in Table 1 and Table 2.

Table 1: Equipment Specification for Global Positioning System

Parameter	Minimum GPS Requirements for Pavement Surveillance Applications
Receiver Type/ Tracking	12 Channel L1/ C/A
Augmentation	Differential GPS
Accuracy	98% of readings within 1 m
Minimum sampling Interval	10 Hz
Initialization Time	< 20 sec
System Output	NMEA-0183 or equivalent
Operating Temperature Range	0°C – 50°C

Table 2: Equipment Specification for Inertial Sensors

Parameter	Minimum Requirements for Inertial Sensors used in Pavement Surveillance Applications
Sensor Range	± 2G
Resolution	10 µG
Bandwidth	DC to 300 Hz
Roll and Pitch	0.03°
Heading	0.2°
Sample Interval	1 – 200 Hz
System Output	NMEA-0183 or equivalent
Operating Temperature Range	0°C – 50°C

The Tenderer shall describe the method of applying differential correction on the GPS system as part of the Contract Quality Plan.

In the case of real time differential correction, the Tenderer shall describe the method used for applying correction when no signal is received.

The Tenderer shall also describe the inertial system for use when no GPS signal is available and shall indicate what satellite network will be used for GPS data collection.

PROFILE MEASUREMENTS

The required device for the survey is a Class 2 high speed profiler, capable of measuring a precision profile of both wheel paths, a transverse profile of the road, and the surface (macro) texture in the left wheel path while moving at speeds of 80 to 100km/h. At the same time, a right-of-way video shall be taken, while the position of the vehicle is recorded by GPS and the data collected is referenced to a kilometre position on the road by a distance measuring system.

Tenderers shall record details of their profiler equipment specifications in this section. Tenderers are referred to the South African document: TMH13 Guidelines of Automated Road Condition Assessments, Committee Draft Final, May 2016 or later, for clarification of terminology or procedures regarding road roughness measurements.

Longitudinal profiler

A summary of the required minimum equipment specifications is provided in Table 3. The Survey Vehicle's Registration Number shall also be entered in the section: "Compliance with Specification" at the end of this form.

Table 3: Equipment Specifications: Longitudinal Profiler

Description	Minimum specification
Equipment Type	Class 2 inertial profilometer
Method of Measurement	Laser – IMS combination
Number of Sensors	2 (1 in each wheel path)
Measurement Speed	80 km/h
Vertical Resolution	0.05 mm
Longitudinal Sample Interval	50 mm
Measuring Range	±100 mm
Repeatability	0.1 mm
Operating Temperature Range	0°C to 50°C

(The table above to be completed by the Tenderer and provided as part of the Tender Response)

The longitudinal profile shall be recorded in both wheel paths of the measured lane. An individual and mean IRI value of both wheel paths of the measured lane shall be reported for every 100 metres.

The profile operator shall aim to drive 600 mm to the left of the centre line of the road. This is required to ensure that the data is collected in the same longitudinal path year after year, irrespective of the position of the rut.

The profiler shall have the capacity to calculate profiles and IRI values during the course of measurement in order for the operator to detect equipment failure during the survey.

The computer screen shall show a graphical display of the measurement of the height sensor and the accelerometer to enable the operator to assess the correct working of these components during the course of the survey.

The Tenderer shall supply a detailed description of the device used for recording longitudinal profiles, and shall describe the data collection method and algorithms for the computation of the IRI in the CONTRACT QUALITY Plan.

Transverse profiler

Minimum equipment requirements for the transverse profiler is shown in Table 4.

Table 4: Equipment Specifications: Transverse Profiler

Description	Minimum specification
Method of Measurement	Laser
Min no of sensors	15
Resolution	0.05 mm
Longitudinal sample interval	50 mm
Measuring speed	80 km/h
Measuring Range	± 100 mm
Repeatability	0.1 mm
Frequency Response	DC to 16 kHz
Operating Temperature	0°C to 50°C
Long Term Drift	< 0.3 %
Number of sensors	≥ 13
Measurement width	≥ 3.4 m
Stand-off Distance	≥ 300 mm
Straight edge length used for rut depth calculation	2 m
IMS Parameter (Note2)	Minimum Specification for Inertial Motion Sensor
Equipment Type	Gyros + Accelerometer sensor (min 1 sensor)
Resolution	≥ 10 µG
Measuring Range	± 2G
Bandwidth	DC – 300Hz
Minimum Sampling frequency	10Hz
Operating Temperature Range	0°C – 50°C

Note1: The equipment should be adapted (where possible) to accommodate the surface width characteristics or

anti-alias filters should be used to control data anomalies.

Note 2: For systems that include an inertial sensor to measure discrete distances from the road surface to the inertial platform to establish the absolute position of the measured transverse profile.

The individual and mean rut depth of both wheel paths of the measured lane shall be reported per 100 m.

The Tenderer shall supply a detailed description of the device used for recording transverse profiles. The Tenderer shall also describe the data collection method and algorithms for the computation of

rutting. The Tenderer shall also describe the procedures used to correct transverse profile data when narrow roads, kerbs or narrow bridges result in the outer sensors measuring artificially high values.

Texture profiler

Minimum equipment requirements for the texture profiler is shown in Table 5 below.

Table 5: Equipment Specifications: Texture Profiler

Parameter	Minimum specification		
	Skid Resistance ¹	Texture 2	Data Acquisition System
Sensor	Strain Gauged Load Cell	Laser	Not Applicable
Minimum No. of Sensors	Vertical and horizontal (drag) force measurement in one wheel path	Texture depth measurement in both wheel paths and between as reference	Not Applicable
Sensor Measuring Range	FS (device dependant)	0 to 200 mm	> Sensor Output
Sensor Accuracy	< 0.05% FS	0.1 mm	> Sensor Output
Sensor Repeatability	0.1% FS	0.02 mm	
Frequency Response	DC to 10 kHz	DC to 32 kHz	> Sensor Output
Resolution	0.1% of scale appropriate to device	0.05 mm	16 Bit
Operating Temperature Range	0°C to 50°C	0°C to 50°C	0°C to 50°C
Thermometer Accuracy	0.5 °C	Not Applicable	> Sensor Output
Note: 1 Also refer to Section E.4.3; 2Refer to ISO13473-3 for Specification of Profilometers Legend: FS = Full Scale (e.g. 2 kN for SCRIM, 1.2 kN for Grip Tester); LSB = Least Significant Bit			

The Mean Profile Texture Depth (MPD) of the left wheel path shall be reported in intervals of every 100 m.

Road Geometry Surveys

Minimum equipment requirements for the collection of road geometry data is provided in Table 6 below.

Table 6: Equipment Specifications: Considerations for Road Geometry Surveys

Parameter	Road Geometry	Road Centreline
Instrument Type	Inertial Navigation System (accelerometers and gyros)	Differential GPS (Inertial Navigation System for areas with no or lost GPS coverage)
Resolution	0.2% Gradient 0.2% Cross fall 1m Curvature	Data to be provided with a minimum of 12 significant digits in decimal degrees
Accuracy	Gradient and Cross fall: $\pm 1\%$ (absolute error) Horizontal Radius of Curvature: $\pm 5\%$ (relative error)	98% of readings within 1 m
Minimum Sampling Interval/ Frequency	10 m	10 Hz
Filtering/ Smoothing	30 m moving average on gradient, cross fall and curvature	Not Applicable
Operating Temperature Range	0°C – 50°C	0°C – 50°C
Repeatability	1% Slope 5 m Curvature	5 m

Video imaging device

The Tenderer shall stipulate the specifications of the video imaging device in Table 7 below. The purpose of the imaging is to view the full pavement width in front of the vehicle (Right of Way format) and the imaging set-up should correspond with this requirement.

Table 7: Equipment Specifications: Imaging Device

Parameter	Minimum specification
Image Position Error	< 1m
Camera Type	1EEE - 1394 Firewire or equivalent
Picture Size	800 x 600 pixels min
Colour	24-bit Colour
Min. Sampling Interval	5m at 80 km/hr
Frame Capture Rate	Distance based
File Format	JPG or other industry standard

DEFLECTION MEASUREMENTS

The required device for the survey is a Falling Weight Deflectometer, with a split or segmented loading plate, with a patterned rubber membrane footing (≥ 5 mm) and 300 mm in diameter. In addition, the system shall be equipped with a thermometer (typical accuracy: $\pm 0.5^\circ\text{C}$), and Distance Measuring Instrument (typical accuracy: $\leq 0.1\%$ of true distance).

Tenderers shall record details of their equipment specifications in this section. Tenderers are referred to the South African document: Draft TMH13, Guidelines for Network Measurement of Pavement Deflection, Committee Draft Final, May 2016 or later.

A summary of the FWD equipment specification is provided in Table 7. A column is provided for the Tenderer to supply technical specifications of the FWD displacement sensors he intends to use.

Table 7: Equipment Specification for Deflectometers

Parameter	Minimum Specification for		
	Displacement Sensors	Load Cell	Data Acquisition System
Component Type	Geophone, accelerometer or equivalent	Strain Gauged Bridge	Supply information in required format
Number and positions	11 at off-sets (mm): 0, 200, 300, 400, 500, 600, 750, 900, 1200, 1500, 1800	At 0 mm offset	Not Applicable
Resolution	0.1 μm	50 N	16 Bit
Measuring Range	0 to 2000 μm	0 to 120 kN	> Sensor Output
Repeatability	5 μm	0.5%	± 1 LSB
Recorded Resolution	1 μm	100 N	Not Applicable
Frequency Response	DC to 1 kHz	DC to 1 kHz	Sample Rate \geq 100 kHz
Temperature Stability	50 ppm/ $^{\circ}\text{C}$	50 ppm/ $^{\circ}\text{C}$	25 ppm/ $^{\circ}\text{C}$
Operating Temperature	0 $^{\circ}\text{C}$ to 50 $^{\circ}\text{C}$	0 $^{\circ}\text{C}$ to 50 $^{\circ}\text{C}$	0 $^{\circ}\text{C}$ to 50 $^{\circ}\text{C}$
Long Term Drift	< 0.25%	< 0.25%	< 0.002% ± 1 LSB
Legend: LSB = Least Significant Bit; ppm = parts per million			

COMPLIANCE WITH SPECIFICATIONS

Tenders are to confirm their compliance to equipment specifications for profilers and deflectometers in Table 8, against those stated in Tables 1 to 7 above. Comments on the specifications can be included in Table 8 or attached for consideration. **Tenderers not complying to the equipment specifications, may be disqualified. COMPLETE THE FOLLOWING:**

Table 8: Statement by Tenderer regarding compliance to specifications

Specification	Confirm Compliance	Comments
Table 1: Equipment Specification for Global Positioning System		
Table 2: Equipment Specification for Inertial Sensors		
Table 3: Equipment Specifications: Longitudinal Profiler		
Table 4: Equipment Specifications: Transverse Profiler		
Table 5: Equipment Specifications: Texture Profiler		
Table 6: Equipment Specifications: Considerations for Road Geometry Surveys		
Table 7: Equipment Specification for Deflectometers		

SIGNED ON BEHALF OF THE BIDDER:

T2.3-C EQUIPMENT CALIBRATION, VALIDATION AND CERTIFICATION

Individual equipment component calibration

Calibration deals with conformance of individual equipment components with specified standards. Tenderers shall record details of their equipment component calibration in Tables 1 and 2 below for all critical components. Any calibration documentation mentioned in the table shall be referenced and copies supplied in the Contract Quality Plan. A certificate or declaration stating the date and outcome of the most recent equipment component calibration shall be submitted, also stating the name of the accredited body that issued the calibration certificates. The Survey Vehicle's Registration Number (for profiler equipment) and Trailer's Registration Number (for deflection equipment) shall also be entered in the relevant tables.

COMPLETE THE FOLLOWING:

PROFILER EQUIPMENT

Equipment component	Description of calibration / executed by / date?	Calibration document reference (to Contract Quality Plan)
Survey vehicle registration number:		
Longitudinal profiler		
2 height sensors		
2 accelerometers		
Transverse profiler		
13 height sensors		
Texture profiler		
1 height sensor		
GPS		
GPS device		
Road Geometry		
Imaging equipment		

(The table above to be completed by the Tenderer and provided as part of the Tender Response)

SYSTEM VALIDATION OF PROFILING DEVICE

Equipment validation deals with the checks to ensure the accuracy of the measurement system as a whole. They are detailed below.

- a) Pre-validation report: The 'Individual equipment component calibration' section above requires details regarding the calibration of components. It states that the Tenderer shall provide the details and attach the calibration certificates to the Contract Quality Plan. The Employer shall be satisfied that the device calibration is up to date and that the device is capable of the required accuracy. The Employer therefore reserves the right to request outstanding or more recent calibration certificates before commencement of the survey of the appointed Service Provider.
- b) Evidence of previous validations: Tenderers are typically used extensively for similar surveys and may have had validations done the last year or two. If these validations comply with the requirements of validation as stated in TMH13 for roughness and rut measurements, (Tenderers are requested to submit the relevant validation reports. If no validations as documented in TMH13 have been done the past two years, Tenderers shall specifically state so in the table below. Validation Reports shall be attached to the Contract Quality Plan.

Note that validations are typically done against reference equipment of Class 1.

COMPLETE THE FOLLOWING:

Have any validations been done the past two years? Yes / No:

IF YES, COMPLETE THE TABLE BELOW.

Table 1: Profiler Equipment Validation Record

Validation date	Validation details (roughness, rut depth, DMD, GPS etc.)	Validation report reference (to Contract Quality Plan)
Survey vehicle registration number:		

(The table above to be completed by the Tenderer and provided as part of the Tender Response)

Equipment validations in terms of TMH13: Should no validations have been done the past two years, or the submitted validation reports are not acceptable to the Employer, the Employer may request that validation be executed prior to the start of the contract. The Guidelines for Validation Acceptance Criteria of TMH13 will be used for this validation.

DEFLECTION EQUIPMENT

Individual equipment component calibration

COMPLETE THE FOLLOWING:

Equipment component	Description of calibration / executed by / date?	Calibration document reference (to Contract Quality Plan)
Survey vehicle / trailer registration number:		
FWD component		
Displacement sensors		
Load cell		
Data acquisition system		
GPS		
GPS device		

(The table above to be completed by the Tenderer and provided as part of the Tender Response)

SYSTEM VALIDATION OF FWD DEVICE

Equipment validation deals with the checks to ensure the accuracy of the measurement system as a whole. They are detailed below.

- a) Pre-validation report: The 'Individual equipment component calibration' section above requires details regarding the calibration of components. It states that the Tenderer shall provide the details and attach the calibration certificates to the Contract Quality Plan. The Employer shall be satisfied that the device calibration is up to date and that the device is capable of the required accuracy. The Employer therefore reserves the right to request outstanding or more recent calibration certificates before commencement of the survey of the appointed Service Provider.
- b) Evidence of previous validations: Tenderers are typically used extensively for similar surveys and may have had validations done the last year or two. Validation essentially comprises a referencing exercise conducted on predetermined validation (or reference) sites. If these validations comply with the requirements of validation as stated in latest draft TMH 13 for FWD measurements, Tenderers are requested to submit the relevant validation reports. If no validations as documented in TMH13 have been done the past two years, Tenderers shall specifically state so in the table below. Validation Reports shall be attached to the Contract Quality Plan.

COMPLETE THE FOLLOWING:

Have any validations been done the past two years? Yes / No:

IF YES, COMPLETE THE TABLE BELOW.

Table 2: FWD Equipment Validation Record

Validation date	Validation details	Validation report reference (to Contract Quality Plan)
<i>Survey vehicle / trailer registration number:</i>		

(the table above to be completed by the tenderer and provided as part of the tender response)

- c) Equipment validations in terms of TMH13: Should no validations have been done the past two years, or the submitted validation reports are not acceptable to the Employer, the Employer may request that validation be executed prior to the start of the contract. The Guidelines for Validation of TMH13 will be used for this validation.

SIGNED ON BEHALF OF THE BIDDER:

T2.3-E CERTIFICATE OF QUALITY SYSTEMS IN TERMS OF ROAD PAVEMENT CONDITION SURVEYS BY MEANS OF SPECIALISED SURVEILLANCE EQUIPMENT

Note to tenderer:

1. Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used in terms of road pavement condition surveys by means of specialised surveillance equipment.
2. Complete the table below.
3. Attach proof to back of this form. Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes.
4. Summaries shall not be more than 2x A4 pages
5. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.

Points will be awarded as follows:

			POINTS
ISO 9001:2015 Quality Management Certificate	A Maximum of 20 points will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	Certification included	20
		Certification excluded	0

COMPLETE THE FOLLOWING:

DETAILS REGARDING QUALITY MANAGEMENT SYSTEM IN TERMS OF ROAD PAVEMENT CONDITION SURVEYS BY MEANS OF SPECIALISED SURVEILLANCE EQUIPMENT. (Delete which is not applicable)	POINTS CLAIMED (Refer to Tender Data Clause F3.11)
System has ISO certification OR System is in process of being registered for certification: Expected date of registration: _____ Or System is an in-house system	
Attached to the back of this page	ATTACHED YES/NO

SIGNED ON BEHALF OF THE BIDDER:

T2.3-F OVERALL EVALUATION POINTS CLAIMED

For: Execution of visual assessment on the north west provincial paved and unpaved roads, on basis of as-and-when required for a period of period of four years (36 months)

The tender is to complete the schedule below by inserting the points claimed on each form according to the criteria in Tender Data Clause F3.11.

Complete the points claimed:

CRITERIA	POINTS CLAIMED
T2.3 A1: Key Personnel Experience: Project Manager	25
T2.3 A 2: Key Personnel Experience: Quality Control Manager (may be the same person as Project Director or Project Leader)	15
T2.3 A3: Key Personnel Experience: Profile Equipment Operator	10
T2.3 A4: Key Personnel Experience: Deflection Equipment Operator	10
T2.3-B Equipment	No Points applicable, but compliance necessary (Refer to T1.1, par C.3.)
T2.3-C Compliance with Equipment Calibration, Validation and Certification	No Points applicable, but compliance necessary (Refer to T1.1, par C.4.)
T2.3-D1 Company Experience in Deflection Measurements on Network Level	10
T2.3-D2 Company Experience in Profilometer Assessments on Network Level	10
T2.3-E ISO 9001:2015 Quality Management Certificate in terms of Road Pavement Condition Surveys	20
TOTAL POINTS CLAIMED	
TOTAL POINTS CLAIMABLE	100
THRESHOLD	68

PART T2.4 RETURNABLE PLANS THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.4-A: HEALTH AND SAFETY PLAN

Tenderers must submit a draft Health and Safety Plan for the execution of the work together with their tenders. The draft Health and Safety Plan shall provide evidence of the Tenderer's planning regarding the following aspects of safety and include at least the following headings:

1. Safety precautions for surveys
2. Safety procedures during execution of the surveys / safe work method statements
3. Emergency procedures in cases of incidents
4. Compliance with OHSA as relevant

If necessary, for example due to totally different work methods, the draft Health and Safety Plan shall distinguish between the profiler and deflection surveys.

The Employer and/or Employer's agent will assess the draft Health and Safety Plan and comment to the successful tenderers 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.

The draft Health and Safety Plan shall be submitted as a separate document.

Health and Safety Plan	Attached
(Attached to the back of this page)	YES/NO

SIGNED ON BEHALF OF THE BIDDER:

T2.4-B: CONTRACT QUALITY PLAN

In addition to the tenderer's ISO 9001 Quality Management System, the tenderers shall also submit a draft Contract Quality Plan, consisting of the following for each of the profiler and deflection surveillance measurements:

- 1) Contract Quality Plan
 - a) Proposed program schedule
 - b) Equipment calibration and validation information
Refer T2.3-C for information to be provided.
 - c) Operational procedures
Description of daily, weekly, monthly checklists.
 - d) Draft Quality Control Plan

Tenderers 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 Tenderer's planning regarding the following aspects of quality control and include at least the following headings:

- Quality control planning for surveys
- Quality control procedures during execution of the surveys
- Quality control compliance record keeping, during and after execution of the surveys

The Employer and/or Employer's agent will assess the draft Quality Control Plan and comment to the successful tenderers 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.

- e) For more details regarding the contents of the quality plan, refer to the Scope of Works.

- 2) Proof of ISO 9001 Quality Management System (Attach at the back of T2.3-E)

Quality Plan	Attached
(Attached to the back of this page)	Yes/No

SIGNED ON BEHALF OF THE BIDDER:

PART C

North West Provincial Government Department of Public Works and Roads



THE CONTRACT

PART C: THE CONTRACT

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PART C1 AGREEMENT AND CONTRACT DATA

C1.1 : 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:

PROCUREMENT OF ENGINEERING SERVICES FOR ROAD SURVEILLANCE MEASUREMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 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: PAVED ROAD PAVEMENT SURVEILLANCE MEASUREMENTS IN 2026, 2027 and 2028

Amount in words.....
.....
.....

R..... (in figures)

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

For the Tenderer:

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:

B. ACCEPTANCE

By signing this part of this form of offer and acceptance, subject to the specific schedule or schedules accepted, the employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the 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

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data, including the Schedule of Quantities
- Part C3: Scope of Work
- Part C4: Annexures

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.

For the Employer:

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:
:.....

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:

C1.2 CONTRACT DATA

The Form of Contract to be used is the **standard CIDB Standard Professional Services Contract (PSC) - Third Edition July 2009** which is reproduced herein for ease of the reference as C1.3. 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	<p>The Project is:</p> <p>PROCUREMENT OF ENGINEERING SERVICES FOR ROAD SURVEILLANCE MEASUREMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON THE NORTH WEST PROVINCIAL PAVED AND UNPAVED ROADS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)</p> <p>and the Period for Performance is three years (36 Months)</p>
2	Any reference to "Service Provider" shall be taken to be the same as a reference to "Contractor" and vice versa
4.3.2 and 3.4	<p>The authorized and designated representative of the Employer is:</p> <p>Ms M K Moiloa and</p> <p>Mr KA Sitase</p> <p>The Employer's address for receipt of communication is:</p> <p>Telephone:(018) 388 4218 and 388 1398 respectively</p> <p>E-Mail: mkmoiloa@nwpg.gov.za and Sitase@nwpg.gov.za respectively</p> <p>Address: Old Parliament Building; Modiri Molema Road; Mmabatho; 2735</p>
3.5	The location of performance of the Project is the road network under the jurisdiction of North West Department of Public Works and Roads
3.6	The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
3.15.1	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.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks or as instructed by the employer
3.16	<ul style="list-style-type: none"> • 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 PO141. of Statistics South Africa

	<p>under table B) and fixed at this value for the following 12-month period.</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
5.1.1	Failure to comply with this obligation will result in clause 8.4.1 (c) being applied
5.4.1	The Service Provider is required to provide Public and Employee Liability Insurance as well as Third-party insurance cover as set out in FORM T2.2-G Certificate of Insurance Cover of not less than two (2) times the basic fee.
7.2	The Service Provider is required to provide personnel proposed in Form T2.3-A 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.
7.2.4 (a)	Replace "15 Days" with "14 Days"
8.1	The Service Provider is to commence the performance of the Service within 14 days of the date that the Contract becomes effective
8.2	The contract shall be concluded at the end of the period for performance or any mutually agreed extension to this period
8.4.1(c)	Replace "thirty (30) days" with "fourteen (14) days"
8.4.3(c)	The period of suspension under clause 8.5 is no to exceed 12 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Service Provider.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.4	Final settlement is by arbitration
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less than two (2) times the basic fee.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.

14	Remuneration shall be based on proven progress and/or submission of deliverables
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

Section 2: Data provided by the Service Provider

Clause	Item
1	The Service Provider is:
5.3	The authorised and designated representative of the Service Provider is.: The Service Provider's address for receipt of communication is: Telephone:..... Facsimile:..... E-mail:..... Address:.....
7.1.2	The Key Persons and their qualifications and experience in relation to the services are: (Refer to T2.3-A) Should additional persons be required/proposed, a separate personnel schedule is to be attached

C1.3 : 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 Confidentiality

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;
- 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, trademarks 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

3.13.1 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 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:

$$(CP_{In} - CP_{Is}) / CP_{Is}$$

where:

CP_{Is} = the indices specified in the Contract Data during the month in which the start date falls
 CP_{In} = 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) Authorize 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 authorized 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 authorized 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 authorized 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:

- 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.
- 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 Majeure

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

10. SUCCESSION AND ASSIGNMENT

- 10.1** Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2** An assignment shall be valid only if it is a written agreement by which the 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 favor 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.
- 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 authorized 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.

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 three 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:

- 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.

C1.4 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 NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS.**

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

in his capacity asand 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 C1.3-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 C1.2 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 C1.3-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/Mswhose 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 THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS 1 :

WITNESS 2:

NAME (in capitals):NAME (in capitals):

PART C2

North West Provincial Government Department of Public Works and Roads



PRICING DATA

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Scope of Work

Quantity: The number of units of work for each item of the services

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the services

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

2. The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and **not** the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.
3. The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.
4. The tendered rates per kilometre are all-inclusive and covers the execution of the activities as listed, all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), allowance for delays due to rain, validation of equipment during surveys, all liaison, project management, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Pricing Schedule.
5. If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data and the Tenderer must confirm his acceptance of these amounts and rates.
6. If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.
7. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.
8. The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
9. The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Drawings, Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
10. Subject to the conditions stated in paragraph 8 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the Tender Sum will be deemed correct, and the Employer will have the right to

make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum. In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

11. A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.
12. All rates and sums of money quoted in the Pricing Schedule shall be in Rand and whole Cents. Fractions of a cent shall be discarded.

C2.2: PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				(excl. VAT)	Rand
1st Round of Profile Measurements 2026					
1	Paved/Block/Concrete Roads (Profiles 1st Round)				
1.1	Establishment on site : Profilometer for Paved/Block/Concrete roads	Lump Sum	1		
1.2	Paved/Block/Concrete Profiler Verification Section measurements (2 times minimum - once before testing commence and once after testing is complete to ensure data was consistent) (3 sections each time the team is established)	No. of sections	3		
1.3	Profile measurements Paved/Block/Concrete (IRI, Rut, Texture, Grade, Crossfall, GPS, HD Images)	Lane-km	5,293		
2	Unpaved Roads (Profiles 1st Round)				
2.1	Establishment on site: Profilometer for Unpaved roads	Lump sum	1		
2.2	Unpaved roads: Verification Section measurements (2 times minimum - once before testing commence and once after testing is complete to ensure data was consistent) (3 sections each time when team is established)	No. of sections	3		
2.3	Unpaved roads: Profile measurements Paved (IRI, GPS, HD Images) (RCAM Classes 1, 2, 3 to be measured twice during the contract period and Class 4 and 5 to be measured once)	Lane-km	14,095		
2n Round of Profile Measurements 2028					
3	Paved/Block/Concrete Roads (Profiles 2nd round)				
3.1	Establishment on site : Profilometer for Paved/Block/Concrete roads	Lump Sum	1		
3.2	Paved/Block/Concrete Profiler Verification Section measurements (2 times minimum - once before testing commence and once after testing is complete to ensure data was consistent) (3 sections each time the team is established)	No. of sections	3		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				(excl. VAT)	Rand
3.3	Profile measurements Paved/Block/Concrete (IRI, Rut, Texture, Grade, Crossfall, GPS, HD Images)	Lane-km	3,721		
4	Unpaved Roads (Profiles 2nd round)				
4.1	Establishment on site: Profilometer for Unpaved roads	Lump sum	1		
4.2	Unpaved roads: Verification Section measurements (2 times minimum - once before testing commence and once after testing is complete to ensure data was consistent) (3 sections each time when team is established)	No. of sections	3		
4.3	Unpaved roads: Profile measurements Paved (IRI, GPS, HD Images) (RCAM Classes 1, 2, 3 to be measured twice during the contract period and Class 4 and 5 to be measured once)	Lane-km	342		
1st Round of FWD Measurements 2027					
5	Paved Roads (FWD 1st Round)				
5.1	Establishment on site: FWD for Paved roads	Lump sum	1		
5.2	Paved Roads FWD Verification Section measurements (2 times minimum - once before testing commence and once after testing is complete to ensure data was consistent) (3 sections at each establishment)	No. of sections	3		
5.3	Deflection measurements -200 m spacing - Inclusive of Traffic Accommodation Preferable time of measurement: 15 March to 30 April during high moisture season (RCAM Classes 1, 2 and 3 to be measured once during contract period);	Lane-km	3718		
SUBTOTAL A					
Contingencies (5%)					
Provisional sum for Time-Based Fees adjustment (in terms of clause 3.16 of the Standard Professional Services Contract)					R 150 000.00

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
				(excl. VAT)	Rand
SUBTOTAL B: (SUBTOTAL A + Contingencies + Time Based fees)					
Value Added TAX (15% OF SUBTOTAL B)					
TOTAL (SUBTOTAL B + VAT): TENDER AMOUNT CARRIED FORWARD TO THE FORM OF OFFER AND ACCEPTANCE (FORM C1.1.A)					

** Extent is estimated and the exact distance to be confirmed before execution of the work.
Extent rounded off to the nearest full kilometre.

THE TOTAL OF SCHEDULE A MUST BE TRANSFERRED TO THE FORM OF OFFER AND ACCEPTANCE, FORM C1.1 ON PAGE C1.3.

NOTE:

- 1) The Service Provider shall include in his rates for the following:
 - a) Attendance for all meetings with the Employer.
 - b) Execution of an equipment validation exercise, if so required by the Employer.
 - c) Finalisation of a Contract Quality Plan.
 - d) Finalisation of a Health and Safety Plan.
 - e) All costs involved in executing and completing the pavement surveillance measurements of all applicable provincial paved and unpaved roads irrespective of any differences in the kilometres of road measured with that of the Schedule of Quantities.
 - f) Submission of all measured data in electronic format according TMH18: Road Asset Data Electronic Exchange Formats 10/2014 or latest. For FWD data, both TMH18 format of fwd. and .f25 formats are required to be submitted.
 - g) Insurance of equipment.
 - h) All other costs that may be incurred in completing all the work specified to the satisfaction of the Employer.
 - i) Tendered Time-Based Fees shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract
 - j) Contingencies, is under the control of the employer and is only payable based on written motivations/variations to contract, and to be approved by the employer.

- 2) Only the actual kilometres of provincial roadway profiled and on which deflection measurements were done will be measured for payment. No payment will be made for roads not measured.

PART C3

North West Provincial Government Department of Public Works and Roads



SCOPE OF WORK

PART C3 SCOPE OF WORK

C3.1 INTRODUCTION

These specifications/scope of work form an integral part of the contract documents and specify in detail the way the services are to be carried out.

Location of the Project

The required services include profiles on paved and unpaved roads, as well as FWD's on paved roads as indicated on the map below:

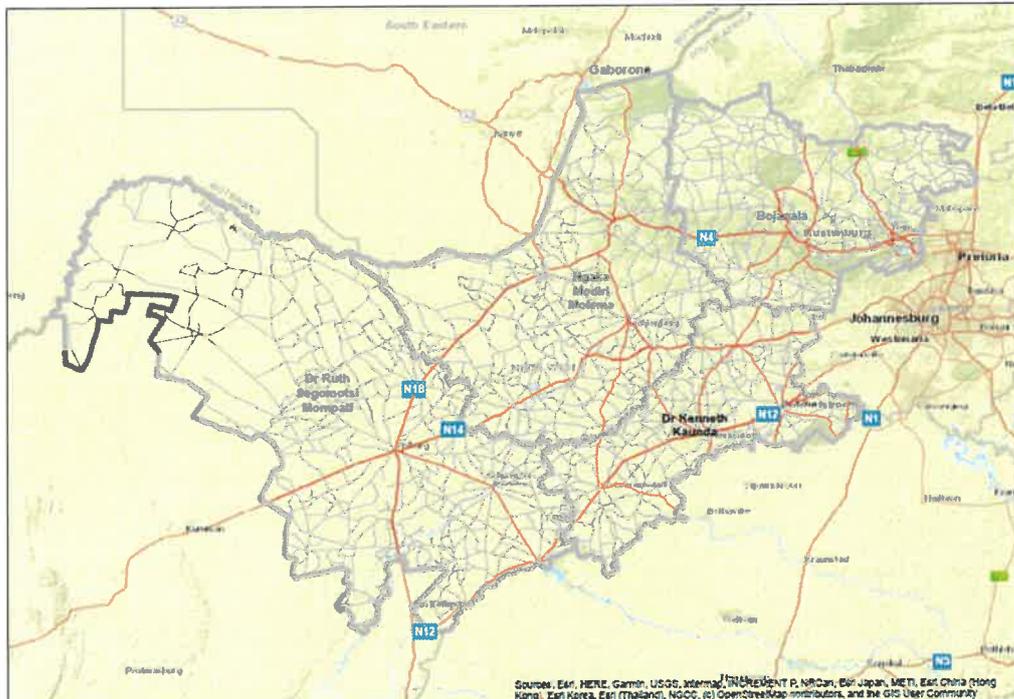


Figure C3.1.3.1 : Locality Map

Survey objectives

The survey is executed in terms of the requirements of the Provincial Road Maintenance Grant (PRMG) of DORA (Division of Revenue Act) and shall serve as input to the Pavement Management System of the Employer. The network level data as such collected will assist to:

- Provide a summary of the current network condition;
- Identify, prioritise and optimise maintenance and rehabilitation actions on the network.

Required services

It is the intention of the Employer to appoint a single Service Provider for the surveillance for both profile and FWD measurement of the paved and unpaved roads under its jurisdiction in the North West Province.

The required services will consist of:

- Attendance of all meetings with the Employer and/or his representative, prior to, during and after completion of the measurements.
- For profiler equipment, execution of an equipment validation exercise, if required by the Employer, according to the TMH13 Guidelines. Such validation exercise will be executed against a Class I profiler.

- Finalisation of a Contract Quality Plan.
- Finalisation of a Health and Safety Plan.
- Executing of verification surveys of three chosen verification sections prior to the start of the network surveys, for both the profiler and deflectometer (may be different sections for each measurement type).
- Executing the profile measurements of all the provincial paved and unpaved roads.
- Executing the deflection measurements of all provincial paved roads.
- Execution of verification surveys on the three verification sections at the conclusion of the contract, for both the profiler and deflectometer.
- Processing and submission of collected data in the format specified.

The provincial paved roads to be measured will be the following, as listed in the data to be provided to the Service Provider and the GIS of road centrelines:

- **Single carriageway road:** Only measure the lane in the direction of increasing kilometres (i.e. start of road to end of road according to successive link descriptors). Do not measure the opposite lane in the negative direction (i.e. end to start of road).
- **Dual carriageway road:** Measure only the slow lane of each of the two carriageways (each carriageway of a dual carriageway road is considered a separate road).
- **Ramps of North West interchanges:** Measure the slow ramp lane where there is more than one ramp lane, or the only lane if there is only one lane. Cross roads, over or under bridges, and within the boundary of the interchange, shall also be measured. The lane to be measured shall typically be one of the slow lanes.

The provincial unpaved roads profiles (excluding texture) to be measured will be the following, as listed in the data to be provided to the Service Provider and the GIS of road centrelines:

- **Single carriageway road:** Only measure in the direction of increasing kilometres (i.e. start of road to end of road according to successive link descriptors). Do not measure the opposite lane in the negative direction.

Management of the survey

The Employer will be assisted by a management consultant who is currently involved in the development and implementation of the Road Asset Management System of the Department.

ROAD NETWORK

The total network extent belonging to the department amounts to 19,644 km of which 103 km is dual carriageways.

Roads to be measured

The roads to be measured are paved and unpaved rural, peri-urban and urban roads within the North West Province and under the jurisdiction of the Department of Public Works and Roads.

The total length of roads under the jurisdiction of the Employer classified as RCAM Classes 1, 2, 3, 4 and 5 is as listed in tables below. The Employer will provide a GIS map in ESRI shapefile format to the Service Provider, which defines the full road network and its links.

Where a road is undergoing maintenance or construction, it shall not be surveyed, but its status shall be noted and will be reflected in the electronic data set to be provided to the Employer.

Appendix A contains a map showing the full paved and unpaved road network to be measured under jurisdiction of the NWPWR.

Table 1: Total Road network extent per Road Class

Road Type	R2	R3	R4	R5	U1	U2	U3	U4A	U4B	U5B	Grand Total
Flexible	807	2,367	1,515	12	0	122	318	7	331	1	5,480
Dual	15	5	0	0	0	60	22	0	0	0	103
SINGLE	792	2,362	1,515	12	0	62	296	7	331	1	5,377
Unpaved	0	342	13,031	609	0	0	0	0	108	6	14,095
SINGLE	0	342	13,031	609	0	0	0	0	108	6	14,095
Block	0	2	43	1	0	0	0	0	22	0	68
Dual	0	0	1	0	0	0	0	0	0	0	1
SINGLE	0	2	42	1	0	0	0	0	22	0	67
Concrete	0	1	1	0	0	0	0	0	0	0	2
SINGLE	0	1	1	0	0	0	0	0	0	0	2
Grand Total	807	2,712	14,590	621	0	122	318	7	461	6	19,644

Table 2: Road network extent (km) per District

DISTRICT; ROAD TYPE LANE LAYOUT	R2	R3	R4	R5	U1	U2	U3	U4A	U4B	U5B	GRAND TOTAL
BOJANALA											
PLATINUM	261	928	2,422	95	0	41	174	0	197	6	4,124
Flexible	261	822	436	5	0	41	174	0	151	0	1,891
Dual	11	4	0	0	0	18	10	0	0	0	43
SINGLE	250	818	436	5	0	22	164	0	151	0	1,847
Unpaved	0	105	1,961	89	0	0	0	0	31	6	2,193
SINGLE	0	105	1,961	89	0	0	0	0	31	6	2,193
Concrete	0	0	1	0	0	0	0	0	0	0	1
SINGLE	0	0	1	0	0	0	0	0	0	0	1
Block	0	1	24	1	0	0	0	0	14	0	40
Dual	0	0	1	0	0	0	0	0	0	0	1
SINGLE	0	1	23	1	0	0	0	0	14	0	39
DR KENNETH											
KAUNDA	145	276	2,510	70	0	26	14	1	62	0	3,104
Flexible	145	276	353	3	0	26	14	1	52	0	870
Dual	0	1	0	0	0	14	0	0	0	0	16
SINGLE	145	275	353	3	0	12	14	1	52	0	855
Unpaved	0	0	2,154	67	0	0	0	0	10	0	2,232
SINGLE	0	0	2,154	67	0	0	0	0	10	0	2,232
Block	0	0	3	0	0	0	0	0	0	0	3
SINGLE	0	0	3	0	0	0	0	0	0	0	3
DR RUTH											
SEGOMOTSI											
MOMPATI	153	710	5,753	432	0	5	43	3	48	0	7,148
Flexible	153	495	217	3	0	5	43	3	23	0	943
SINGLE	153	495	217	3	0	5	43	3	23	0	943
Unpaved	0	213	5,529	429	0	0	0	0	24	0	6,195
SINGLE	0	213	5,529	429	0	0	0	0	24	0	6,195
Concrete	0	1	0	0	0	0	0	0	0	0	1
SINGLE	0	1	0	0	0	0	0	0	0	0	1
Block	0	2	7	0	0	0	0	0	1	0	10
SINGLE	0	2	7	0	0	0	0	0	1	0	10
NGAKA MODIRI											
MOLEMA	248	798	3,905	24	0	51	87	3	153	1	5,268
Flexible	248	775	509	1	0	51	87	3	104	1	1,776
Dual	4	1	0	0	0	28	12	0	0	0	44
SINGLE	244	774	509	1	0	23	75	3	104	1	1,732
Unpaved	0	23	3,386	23	0	0	0	0	43	0	3,476
SINGLE	0	23	3,386	23	0	0	0	0	43	0	3,476
Block	0	0	10	0	0	0	0	0	6	0	16
SINGLE	0	0	10	0	0	0	0	0	6	0	16
			14,59								
GRAND TOTAL	807	2,712	0	621	0	122	318	7	461	6	19,644

PROGRAMME AND FREQUENCY OF ASSESSMENTS

The Department is adhering to the frequency of data collection according to the national standard prescribed by the TMH22 – refer to Table 3, which specifies that Class R1, R2, R3, R4, R5, U1, U2, U3 shall be measured every 2 years and Classes R4 and R5 shall be measured every 4 years.

The last measurements for Classes R1, R2, R3, R4, R5, U1, U2, U3 was executed in 2024, therefore it is foreseen to be remeasured in 2026. As Classes R4 and R5 was last measured in 2022, it is foreseen to also be measured in 2026. FWD's are specified at an interval of 5 years, and the last measurements were in 2022, therefore it is foreseen to measure FWDs in 2027 – preferable in the high moisture season which is from 15 March to 30 April 2027.

The Service Provider shall plan execution of this project according to the clients frequency of assessments.

Table 3: Extract from TMH22: Frequency of Data Collection

Table D-4: Frequency of Data Collection for Urban Networks – Roads and Structures					
ROAD CLASSIFICATION URBAN CLASSES	Frequency of Data Collection Requirements (No. of years)				
	Visual Condition		Instrument		Traffic
	Road	Structures*	Functional	Structural	
U1 Urban Principal Arterial	2	5	2	5	3
U2 Urban Major Arterial	2	5	2	5	3
U3 Urban Minor Arterial	2	5	2	5	3
U4 Urban Collector Street	3	5	n/a	n/a	5
U5 Urban Local Street	3	5	n/a	n/a	n/a

*Unless otherwise dictated by structural condition

Table D-5: Frequency of Data Collection for Rural Networks – Roads and Structures					
ROAD CLASSIFICATION RURAL CLASSES	Frequency of Data Collection Requirements (No. of years)				
	Visual Condition		Instrument		Traffic
	Road	Structures*	Functional	Structural	
R1 Rural Principal Distributor	2	5	2	5	3
R2 Rural Major Distributor	2	5	2	5	3
R3 Rural Minor Distributor	2	5	2	5	3
R4 Rural Collector Road	3	5	4	n/a	5
R5 Rural Local Road	3	5	4	n/a	5

*Unless otherwise dictated by structural condition

The provisional programme for measurement is as follows:

Provisional Programme	2025	2026	2027	2028
Profiles				
FWD's				

PROFILE MEASUREMENTS

The successful Tenderer (Service Provider) shall perform road profile measurements, GPS coordinate gathering and road right-of-way image collection on rural, semi-urban and urban paved and unpaved roads under the jurisdiction of the North West Department of Public Works and Roads. These measurements and data gathering shall be performed by means of instrumentation (specified in this tender by the Tenderer, if acceptable to the Employer) mounted on a special vehicle to be supplied by the Tenderer.

The first round of Profiles measurements shall be scheduled for 2026, preferably from February onwards. The extent of profile measurements for the 1st round of measurements in 2026 amounts to an estimate of 19,387 km and is presented in Table 4.

Table 4: 1st Round of Profile measurements (km) planned for 2026

PROFILE MEASUREMENTS 1st Round of Profiles in 2026								
Road Type	R2	R3	R4	R5	U1	U2	U3	Grand Total
Flexible	807	2,367	1,515	12	0	122	318	5,245
Dual	30	10	0	0	1	120	45	206
Single	792	2,362	1,515	12	0	62	296	5,039
Unpaved	0	342	13,031	609	0	0	0	14,095
Single	0	342	13,031	609	0	0	0	13,981
Block	0	2	43	1	0	0	0	46
Dual	0	0	1.0	0	0	0	0	1
Single	0	2	42	1	0	0	0	45
Concrete	0	1	1	0	0	0	0	2
Single	0	1	1	0	0	0	0	2
Grand Total	807	2,712	14,590	621	0	122	318	19,387

The 2nd round of profile measurements on class 1, 2 and 3 roads is indicated in

Table 5: 2nd Round of Profile Measurements (km) planned for 2028

PROFILE MEASUREMENTS 2nd Round of Profiles in 2028							
Road Type	R2	R3	U1	U2	U3	Grand Total	
Flexible	807	2,367	0	122	318	3,718	
Dual	30	10	1	120	45	206	
Single	792	2,362	0	62	296	3,512	
Unpaved	0	342	0	0	0	342	
Single	0	342	0	0	0	342	
Block	0	2	0	0	0	3	
Single	0	2	0	0	0	3	
Concrete	0	1	0	0	0	1	
Single	0	1	0	0	0	1	
Grand Total	807	2,712	0	122	318	4,062	

The total extent of profile measurement during the 36 month contract is estimated at 23,450 km.

Total Extent for Profile Measurements: 1st Round + 2nd Round	23,450km
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Measurements required for Profiles

The work to be carried out under the Contract comprises the execution of network level profile measurements. Tenderers are referred to the South African document: TMH13 Guidelines of

Automated Road Condition Assessments, Committee Draft Final, May 2016 or later compiled under the auspices of the COTO, for clarification of terminology or procedures regarding road roughness measurements.

The purpose of the measurements is to obtain the following data:

- Longitudinal road profiles from which road roughness can be calculated and reported in IRI units for each wheel path and per measured lane.
- Transverse Profiles from which the mean rut depth in each wheel path and per measured lane can be derived and reported in mm.
- Texture Profile measured in the left wheel path from which the Mean Profile Depth (MPD) can be derived and reported in mm.
- Right-of-Way image survey.
- GPS coordinate data to confirm the location of the sections measured.

Road roughness measurements (expressed in IRI - International Roughness Index) and rutting measurements (in millimetres) are required to be taken in both wheel paths of the designated lane for each road surveyed. The survey shall be performed in the positive road direction for each road, unless otherwise directed by the Employer. Survey measurements are required to be taken and reported at a maximum of 100 m intervals.

Survey equipment requirements for Profiles

The Tender document specifies the minimum requirements for the equipment to be used for the surveys, and the Tenderer shall fill in his compliance in the forms provided (Table 8 in form T2.3-B), allowing the Employer to assess the suitability of the equipment offered. The specification as well as component calibration details shall be provided. The basic requirement is that of a Level 2 Profiler that can measure all the required parameters in one go. It excludes any Response Type Road Roughness Measuring Devices (refer TMH13), except for unpaved roads.

A successful tenderer is not allowed to offer one Profiler for the tender evaluation and then use another without informing the Employer by letter of the reasons for the replacement of the Profiler. As for the tender evaluation, the service provider will have to provide all specification and validation information of the new Profiler. Failure to provide this will invalidate the contract. Likewise, should a service provider have to replace his approved equipment during the survey due to whatever reasons, all specification and validation details have to be provided of the replacement equipment.

It is preferable that operators of equipment is not changed during the surveys. The Employer shall be informed in writing in such cases, prior to the change.

FWD MEASUREMENTS

FWD measurements extent is determined according to TMH22 requirements of measurement every 5 years on Class R1, R2, R3, U1, U2 and U3. The last FWD measurement on the North West network were executed in February 2022 to August 2022, therefore the next measurements are due from February 2027 and is estimated to be finished by August 2027.

The Service Provider shall perform Falling Weight Deflectometer (FWD) measurements and GPS coordinate gathering for test positions on paved rural, peri-urban an urban roads within the North West Province and under the jurisdiction of the Department of Public Works and Roads. These measurements and data gathering shall be performed by means of instrumentation (specified below) mounted on a vehicle or a trailer to be supplied by the Service Provider.

Table 6: FWD Measurements (Lane.km)

FWD MEASUREMENTS						
1 Round of FWD Measurements in 2027						
Road Type	R2	R3	U1	U2	U3	Grand Total
Flexible	807	2,367	0	122	318	3,718
Dual	30	10	1	120	45	206
Single	792	2,362	0	62	296	3,512
Grand Total	807	2,367	0	122	318	3,718

Non-destructive testing in the form of FWD measurements and GPS coordinate gathering at 200m intervals, as per PRMG requirements, are to be performed on approximately 3,718 km of paved roads classified as RCAM Classes 1, 2 and 3 in the North West Province. Note that RCAM Classes 4 and 5 roads shall not be measured and lane measurements for dual carriageway road in both directions.

An electronic Geographical Information System (GIS) map in ESRI shapefile format exists and shall be supplied to the Service Provider, which defines the full road network and links. The RCAM Class 1, 2 and 3 roads to be measured shall be specifically highlighted. These roads, and their unique ROAD ID's /road numbers, start and end kilometre (chainage) distances shall be used as the basis of measurements and all measurements shall be related to these road numbers and kilometre distances.

Where a road is undergoing maintenance or construction, it shall not be surveyed, but its status shall be noted and will be reflected in the electronic data set to be provided to the Employer.

Appendix A contains a map showing the full paved road network under jurisdiction of the North West Province.

Measurements required for FWD's

The work to be carried out under the Contract comprises the execution of non-destructive, network-level Falling Weight Deflectometer testing on the RCAM Classes 1, 2 and 3 paved roads, in order to obtain the following data:

- Vertical deflection data at maximum of 200 m intervals following the application of a dynamic load to the pavement.
- The collection of accurate GPS coordinates for each position at which vertical deflections were measured.
- The collection of accurate road kilometre positions in relation to the start km position of the road on which the deflections are tested.

Tenderers are also referred to the following document regarding deflection measurements:

- TMH13 Guidelines of Automated Road Condition Assessments, Committee Draft Final, May 2016 or later.

The survey shall be taken only in the positive road directions for each single carriageway road, on both slow lanes of dual carriageway roads, unless otherwise directed by the Employer.

Survey equipment requirements

The Tender document specifies the minimum requirements for the equipment to be used for the surveys, and the Tenderer shall fill the forms provided thoroughly, allowing the Employer to assess the suitability of the equipment offered. The specification as well as component calibration details shall be provided.

The FWD equipment to be used shall have geophones or sensors at least the following offsets from the centre of the load plate: 0 (under the load), 200, 300, 400, 500, 600, 750, 900, 1200, 1500, and 1800 mm.

The Service Provider shall confirm compliance with the specifications of the Falling Weight Deflectometer in Form T2.3-B for submission with the tender.

The successful Tenderer is not allowed to offer one FWD for the tender evaluation and then use another without informing the Employer by letter of the reasons for the replacement of the FWD. As for the tender evaluation, the Service Provider will have to provide all specification and validation information of the new FWD. Failure to provide this will invalidate the contract. Likewise, should the Service Provider have to replace his approved equipment during the survey due to whatever reasons, all specification and validation details have to be provided of the replacement equipment.

It is preferable that operators of equipment not be changed during the surveys. The Employer shall be informed in writing in such cases, prior to the change.

SURVEY PROCEDURE

Location referencing: both profiler and deflectometer surveys

The basis of the data collection shall be the road numbering system (TMH18 unique ROADID's) according to the electronic GIS map of the North West provincial roads, with tabular link description information for every road, supplied to the Service Provider by the Employer.

All data collection shall be uniquely referenced in relation to road number and lane measured in accordance to the shape file provided. Where continuous measurement of a road is not possible, due to 'non-measurable' sections, the subsequent link's start kilometres, as provided, shall be used as the base (starting point) for reference of subsequent measurements.

All data collected shall be referenced to a longitudinal position on the road (km position) to within an accuracy of ± 1 m from the start of the road, or, where not possible due to non-measurable lengths, from the start kilometre of the successive link. Global Positioning System (GPS) data is to be recorded simultaneous to the survey to enable later verification of road locations and measured sections on a road by the Employer.

Additionally, for all deflection data collected, the location referencing shall specify the road width, as well as the transverse offset of the centre of the load plate, measured from the road centreline, perpendicular to the road centreline, and expressed in meters.

The accuracy of the location referencing system must be unaffected by the travelling speed of the equipment or by the road geometry.

Direction of measurement: both profiler and deflectometer surveys

As mentioned, it is envisaged that measurements shall only be taken in one direction per carriageway, generally the direction of increasing road chainages. However, the Employer may require the measurements from end to start for certain roads, and these requirements (if any) will be communicated to the Service Provider prior to the start of the surveys.

Measurement speed: profiler survey

The average speed at which the survey is conducted shall be recorded and reported at the same interval at which the respective data is reported. The suggested speed for data collection is 80 km/h. However, due to the urban nature of the road network this may not be continuously possible on all roads and the tolerance for speed will not be unduly applied.

The average speed shall be measured to within an accuracy of 1 km/h. The average speed shall be reported in km/h.

Testing positions in road lanes: deflectometer survey

Measurements are to be conducted on the loaded area of the pavement. For two-way single carriageway roads, deflection testing should be made at the outer left wheel path (as these carry the most heavy-vehicle traffic and the pavement structure directly underneath the wheel path is typically the weakest in the road) and in the direction of increasing kilometres. If such testing cannot be performed in the wheel paths, a reason must be supplied in the output data's Comments field, e.g. do not test on patches or in puddles of water or any other type of anomaly.

Testing load and number of drops: deflectometer survey

The default testing load shall be 50 kN, unless the deflections measured at the outermost sensors are too small for practical use under the 50 kN load, in which case the testing load shall be increased in 10kN increments until a satisfactory deflection can be measured. The testing load shall be captured at each testing point.

At each testing point, drops shall be repeated until the maximum difference in deflection at each sensor is less than 5%, but with a minimum of 3 drops per testing location. The values obtained from the first drop shall be omitted from the analysis results in all cases.

Uneven surfaces: deflectometer survey

The Service Provider shall ensure that the FWD plate and sensors are placed on fairly level and even road surfaces and not for example in deep wheel ruts. The base plate and sensors shall be in proper contact with the surface at all positions. The Service Provider shall also ensure that there is no loose debris or standing water underneath the plate or sensors when performing testing.

Time of testing

It is preferred that FWD testing is executed during the high moisture season, which is between 15 March and 30 April of each year. It is foreseen to start in 2027 with FWD testing.

Temperature: deflectometer survey

The minimum and maximum air temperatures during which deflection measurements may be carried out are 0 and 30 degrees Celsius respectively. Should the air temperature be outside the range, the Service Provider shall defer testing until the air temperature is back within these limits.

The Service Provider shall describe how his equipment and algorithms make provision for differences in pavement surface temperature, for example when calculating surface layer stiffness. During the measurements road surface temperature will be recorded and included in the data output file.

More aspects of the survey procedure are discussed in the next three chapters.

VALIDATION REQUIREMENTS (BOTH PROFILER AND DEFLECTOMETER)

Validation requirements – tender stage

It is a specific requirement of the tender that a pre-validation report be submitted for each of the profiler and deflectometer, refer form T2.3-C EQUIPMENT CALIBRATION, VALIDATION AND CERTIFICATION.

The 'Individual equipment component calibration' section of Form T2.3-C EQUIPMENT CALIBRATION, VALIDATION AND CERTIFICATION requires details regarding the calibration of components. It states that the Tenderer shall provide the details and attach the calibration certificates to the Contract Quality Plan. The Employer shall be satisfied that the device calibration is up to date and that the device is capable of the required accuracy. The Employer therefore reserves the right to request outstanding or more recent calibration certificates before commencement of the survey of the appointed Service Provider.

Form T2.3-C EQUIPMENT CALIBRATION, VALIDATION AND CERTIFICATION also requests that evidence of previous validations be attached to the Contract Quality Plan. This request is based on the premise that Tenderers are typically used extensively for similar surveys and may have had validations done the last year or two. If these validations comply with the requirements of validation as stated in TMH13 for roughness (Longitudinal and Transverse profiles) and rut Tenderers are requested to submit the relevant validation reports. If no validations as documented in TMH13 have been done the past two years, Tenderers shall specifically state so in the table in form T2.3-C EQUIPMENT CALIBRATION, VALIDATION AND CERTIFICATION

Similarly, for deflectometers, Tenderers are expected to supply at least 3 (three) examples of validated FWD data sets that were collected during previous projects of similar or larger scope, implemented at other roads authorities within southern Africa. These shall all be submitted along with the Tender in the form of an electronic and paper-based data set, as well as a letter from the applicable client body, i.e. an independent road authority, certifying the veracity of the paper printout of the data. These results shall apply to the same equipment that the Tenderer is proposing to use on this project.

Should no validations have been done the past two years, or the submitted validation reports are not acceptable to the Employer, the Employer may request that validation be executed prior to the start of the contract. The Guidelines for Validation Acceptance Criteria of of TMH13 for profilers will be used for this validation. For deflectometers, the Guidelines for Validation Acceptance Criteria as specified also in the TMH13 for network level measurement of pavement deflection will be used.

Validation criteria

Should a validation have to be done, then the validation criteria of TMH13 for roughness and rut measurements, as contained in the validation requirements in TMH13.

Validation of positioning equipment

GPS validation shall be checked by comparing coordinates at several benchmark locations, to be agreed with the Employer. The purpose is to check the dynamic accuracy of the GPS, as described in TMH13. The GPS coordinates should be within 5 m of the horizontal benchmark values, and for repeat dynamic measurements, this accuracy shall be achievable 90 percent of the time.

Distance Measuring System validation shall be checked on three sections of 1 km length on straight and tangent sections of road. The distance validation check should also be done at different measuring speeds.

CONTROL TESTING

Profiler Equipment

Control testing will concern the establishment of three verification sections, which have to be measured twice, i.e. at least before commencement of the surveys, and after completion of the surveys. The Service Provider may measure the sections during the survey as well.

The purpose of the three sections is to show that the measurements prior to the start of the surveys, and on completion of the surveys, are within the guidelines for validation acceptance criteria as stated in the TMH13. The initial survey will then serve as benchmark, to which the second survey will be compared.

The three sections will comply with the validation requirements for profilers, as described TMH13 for lower reliability validation.

The three sections will be identified by the Employer and Service Provider together from the visual assessment condition and include one in good condition, one in fair condition and one in poor condition, all in line with the requirement of measurable sections. The Service Provider will mark these sections as needed. Once surveyed, the data shall be made available to the Employer.

In between measurements of the three sections are recommended to lower the risk of the Service Provider. Should the last survey indicate non-compliance to the guidelines for validation acceptance criteria of TMH13, the full survey will be in jeopardy. If any interim surveys have been done, these can serve as proof that at least a part of the survey has been done with acceptable equipment.

Should replacement equipment be introduced during the survey, they first, before commencing production surveys, have to survey the three sections and the data shall be immediately made available to the Employer.

Deflectometer Equipment

Control testing shall be performed from time to time during the survey to ensure that the equipment output is still valid, and that the accuracy and precision of the device is still within specification.

Short and long-term repeatability shall be proven. Service Provider can recommend a repeatability protocol; alternatively, the following shall be followed. This is apart from the daily deflection repeatability check.

Repeatability measurements shall be performed on 'Validation Sections' prior to and after the main survey has been completed. These Validation Sections shall be designated by the Employer.

The Service Provider shall perform FWD tests at no fewer than 3 validation sites, each with a minimum of three test positions. Prior to the start of the network survey, and on completion of the network survey, the Service Provider shall perform the FWD tests. Apart from the compulsory two surveys, it is also recommended that the Service Provider conduct FWD testing on the same three sites halfway through the contract. The sets of results will be compared to one another to establish if the results that were obtained are in general agreement.

The Service Provider shall present these results in the form of a Quality Control / Assurance (QA) Report to the Employer. The maximum allowable deviation in test deflections shall be determined by the Engineer at the time of testing and acceptance of these results will be at the Engineer's discretion.

OPERATIONAL CONTROL PROCEDURES

The operators of measurement devices should have an in-depth understanding of the influence of all operational elements on the measurement process. As part of the Contract Quality Plan, the Service Provider shall submit a detailed checklist which should outline daily checks that will be performed.

Operational procedures shall be described in the Contract Quality Plan, and shall include at least the daily checks on general maintenance, warm-up time, checking of electronic components, output and data collection, bounce test, height sensor accuracy check, straightedge test. It is a specific requirement of the Contract Quality Plan that a record be kept of the checks. Similar checks shall be described for deflectometer equipment.

CONTRACT QUALITY PLAN

The Tenderer shall submit a draft Contract Quality Plan (CQP) with the tender (T2.4-B: CONTRACT QUALITY PLAN). The CQP will facilitate integration between the contract document and the Service Provider's Quality Management System. The plan shall include at least the following, but should not be limited to these items only (Refer to TMH13):

- 1) Proposed Programme Schedule
- 2) A full description of the survey equipment
- 3) Software to be used and methods for validating software accuracy (for transverse profiles, handling of anomalies introduced by kerbs and shoulder drop-offs)
- 4) Data processing details, sampling intervals, anti-aliasing and other filters (profilers)
- 5) Transverse profile analysis and method to be used
- 6) Procedure and details of training of personnel and operators to conduct the survey
- 7) Validation and System Calibration methods/procedures
- 8) Quality control checklists to be completed on a daily, weekly and monthly basis (provide examples)
- 9) Contingency plans to cover data back-up, equipment breakdown, change of personnel, etc.
- 10) Procedures and methods that will be followed during the survey, including start and end procedures at each road
- 11) Ongoing checks to ensure the distance measurement is accurate and valid
- 12) Data reporting formats
- 13) Control procedures to ensure accuracy of data processing, backup, and prevention of file corruption

The Employer will assess the comprehensiveness and completeness of the draft CQP on award of the contract, and inform the Service Provider of its acceptability, or not. The Service Provider shall then finalise the plan and submit it for final verification by the Employer. No surveys shall commence until the CQP is finalised to the satisfaction of the Employer.

HEALTH AND SAFETY PLAN

The Tenderer shall submit a draft Health and Safety Plan with the tender (refer T2.4-B)

ANNEXURE C.4.1: MAP OF NORTH WEST PROVINCIAL ROADS

