

JOE GQABI DISTRICT MUNICIPALITY



**THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE
JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2027: JGDM2023/24-028**

NAME OF BIDDER:

CSD REGISTRATION NUMBER

SARS PIN

TAX REFERENCE NUMBER:

CLOSING DATE: 20 AUGUST 2024

CLOSING TIME: 12:00 (NOON)

PREPARED BY:

**JOE GQABI DISTRICT MUNICIPALITY
Corner Cole & Graham Street
Barkly East
9786
Tel-045 979 3000
Fax-045 971 0251**

INVITATION TO BID: NOTICE 85/2024

Tenders are hereby invited from suitably qualified and experienced Service Providers for **THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028.**

BID NUMBER	NAME AND DESCRIPTION	CLOSING DATE
JGDM 2023/24-028	THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028	20 AUGUST 2024

Bid documents will be available for free from www.etenders.gov.za and the Joe Gqabi District Municipality website <https://jgdm.gov.za/>. Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices Corner of Cole and Graham Street Barkly East from 19 July 2024 upon payment of a non-refundable fee of R 200.00 (Two Hundred Rand) for each document (either in cash, EFT or direct bank deposit to ABSA, 2380000019). Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr of Graham and Cole Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document. Direct eTender and Municipal tender document downloads are for free.

Completed bid documents must be placed in a sealed envelope clearly marked **"THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028"**. These must be deposited at the official Tender Box situated outside the Main Building – JOE GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Street, Barkly East before closing time of **12H00 (Noon) on 20 August 2024**. Thereafter, tenders will then be opened in public. The submitted tenders shall remain valid for 90 days after closing date. All tenders must be deposited in the tender box either by Bidders' representative or courier services, no municipal official will take responsibility to deposit any bidders' documents into the tender box situated at the address mentioned above.

Compulsory Briefing Session: None.

EVALUATION CRITERIA

The bids will be evaluated and adjudicated in terms of the **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act No. 5 of 2000, pertaining to Preferential Procurement Regulations 2022, as well as the Joe Gqabi District Municipality's Supply Chain Management Policy – 80 points will account for price and 20 points relating to specific goals. Additionally to bid document completeness check and compliance with any tender conditions and failure to comply will render bid non-responsive. **Bids will be subjected to functionality criteria and bids that scores less than 71 out of 100 points will be considered non-responsive.**

It is a prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database must register. The CSD registration can be done online via their website at <https://secure.csd.gov.za>

The Council reserves the right to extend the Tender Period and / or alter Conditions of Tender during the Tender Period at its own discretion.

Technical related enquiries should be directed to Mr. Lappies Labuschagnie by e-mail to lappies@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday) – Tel: 045 330 0404 / Evaluation criteria related enquiries should be directed to Mr. TS Sindaphi (Technical Coordinator Demand) at Joe Gqabi District Municipality by email to: thandos@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday – Tel: 045 979 3121.

NB: NO BIDS FROM PERSONS IN THE SERVICE OF THE STATE WILL BE CONSIDERED FOR AWARD

JGDM2023/24-028

Issued by

Mr. M.P. Nonjola
Municipal Manager
Joe Gqabi District Municipality

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. JGDM shall not do business with any person in the service of the state.
2. Bidders must be registered on National Treasury's Central Supplier Database (CSD).
3. The Joe Gqabi District Municipality Supply Chain Management Policy will apply.
4. The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
5. The Joe Gqabi District Municipality reserves the right to appoint more than one service provider.
6. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
7. All pages must be signed where necessary.
8. The completed and signed bid document must be submitted as original.
9. Additional annexure(s) is / are accepted only if cross referencing has been done and the page signed.
10. Bids submitted are to hold good for a period of 90 days.
11. Maximum points of 20 points will be awarded to tender for specific goals for the Tenderer. Points scored on specific goals will be added to the points scored for price.
12. SARS pin and Tax Reference Number to be declared in the bid (cover page of the bid document). In the case of a Trust, Joint Venture, or Consortium each party to a Trust / Joint Venture/Consortium should submit a separate Tax Clearance Certificate
13. Bid documents must remain intact
14. Attach a proof of company office address regarding claiming of points for locality component per specific goals (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only) **FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY. Additionally the Municipal Account shall be confirmed before appointment if it is not in arrears more than three months as no appointment will be effected to a bidder having a arrear account more than three months. The latter shall include cases where the bidder is a tenant and responsible for payment of Municipal services / rates & taxes.**
15. Use of Tippex AND erasable ink will render the bid non- responsive.
16. Declaration pages must be fully completed and signed.
17. Joint Ventures / consortiums must provide signed copies of such agreements and all other returnable documents for each partner to the Joint Venture.
18. Failure to complete ALL required documentation and information will result in the bid being deemed non-responsive.

TERMS OF REFERENCE

1. PROJECT DESCRIPTION

Note: The following is an overview of the project and should be read in conjunction with the detailed project specifications (C3.2).

C3.1.1 Introduction

The Employer, namely the Joe Gqabi District Municipality (JGDM), requires the services of a suitably qualified and appropriately experienced Professional Service Provider (PSP) to undertake the implementation, update, and maintenance management of its Roads Asset Management System (RAMS) and manage the operational requirements and procedures in terms of DoRA and the NDoT RAMS Practice Note/s for a period ending 30 June 2027.

C3.1.2 Services Overview

The services required of the RAMS Consultant are as follows:

- Implementation of a RAMS
- Update Road Network Inventory
- Update Bridge and Major Culvert Network Inventory
- Update Ancillary Road Asset Inventory (Road Signs, Guardrails, Lessor Culverts, etc., as directed)
- Field Data Acquisition, including Establishment and Traffic Control, as directed; of
 - Paved and Unpaved Road Visual Condition Assessments
 - Profile Measurements
 - Riding Quality
 - Rut Depth
 - Texture
 - Imaging
 - Provide System support and maintenance
- Undertake Road Safety Appraisals
- Bridge and Major Culvert Inspections
- Manual Traffic Counting
- Data Analysis, Verification, and Capture of data to RAMS
- Quality Control of Acquisition and Analysis
- Panel Inspections
- Report Compilation for:
 - Paved Road Network
 - Unpaved Road Network
 - Road Safety Appraisals
 - Traffic Volumes
 - Structures (Bridges, Major Culverts and Other structures)
 - Asset Register
 - Road Asset Management Plan (RAMP)
 - Road Maintenance Plans for Local Municipalities
- Ad Hoc Support
- Mentorship and Training

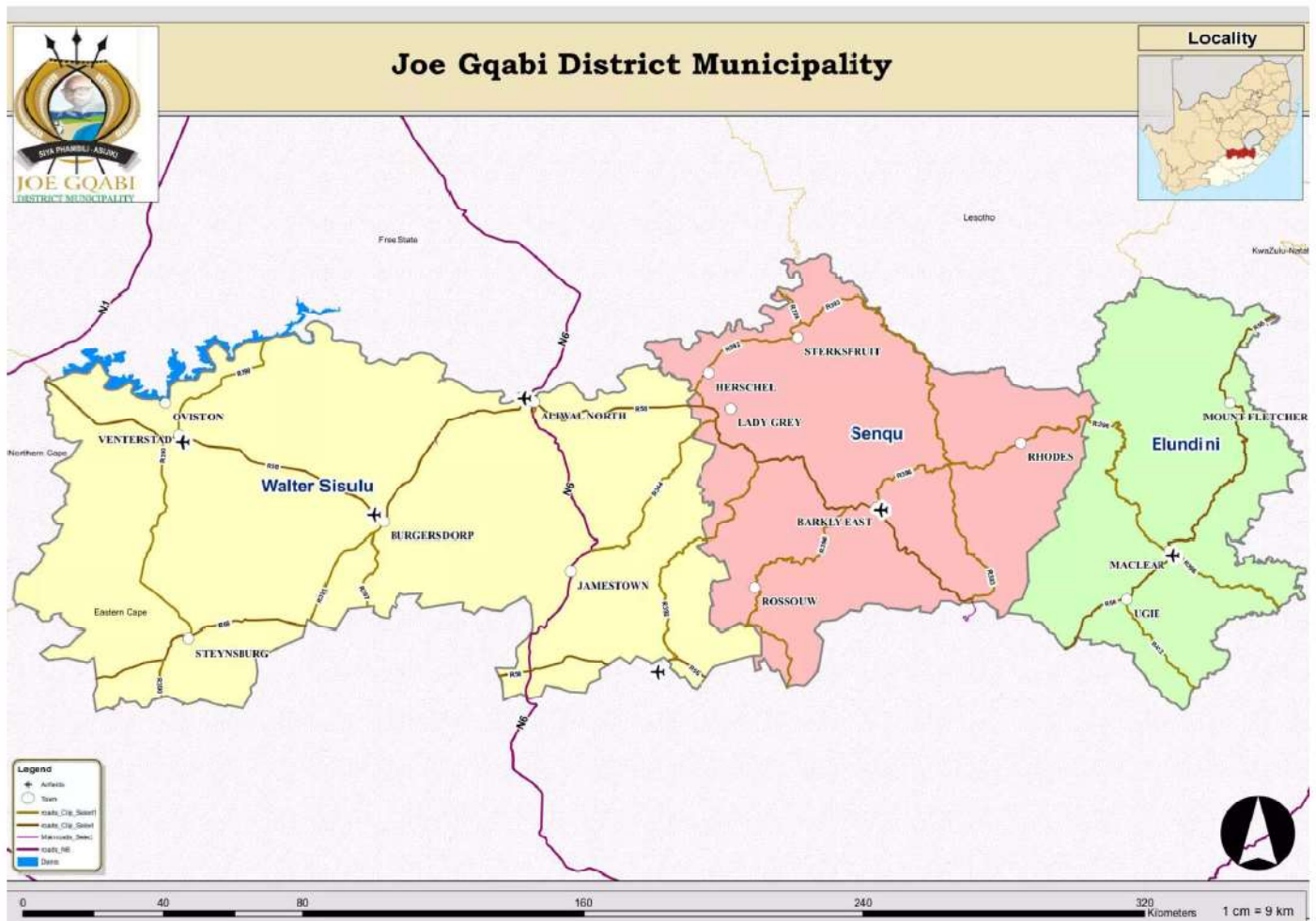
In terms of the data collection and analysis aspects, the Employer requires that the data collection is undertaken as safely as possible with minimal disruption to the travelling public.

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

C3.1.3 Location of the Project

The services are required on the paved and unpaved municipal road network of the following
3 (three) Local Municipalities within the Joe Gqabi District Municipal Area, Eastern Cape:

1. Walter Sisulu Local Municipality
2. Senqu Local Municipality and
3. Elundini Local Municipality



Project Meetings

All project meetings including the annual calibration and accreditation sessions will be held at the Employer's offices in Barkly East or virtual, as mutually agreed between parties.

C3.1.4 Extent of the Road Network and Number of Structures

The extent of the road network is given in **Tables C3.1.4.1** and **C3.1.4.2** below:

Table C3.1.4.1 : Extent of the Road Network per Pavement Type

LOCAL MUNICIPALITY	PAVED (km)	UNPAVED (km)	TOTAL (km)
ELUNDINI	31.5	783.3	814.8
SENQU	39.1	529.9	568.9
WALTER SISULU	115.2	227.8	343.0
TOTAL	185.8	1 541.0	1 726.8

In total, the municipal road network (185.8km paved roads and 1 541.0km unpaved roads) comprises of 1 726.8km carriageway kilometers. In terms of (RCAM) road classification, the network consists of the following:

Table C3.1.4.2 : Extent of the Road Network per Road Category

	Rural					Urban				
	R1	R2	R3	R4	R5	U1	U2	U3	U4	U5
Paved	0.0	0.0	0.0	0.0	4.5	0.0	0.0	0.0	48.2	133.1
Unpaved	0.0	0.0	0.0	10.4	1 005.0	0.0	0.0	0.0	11.2	514.4
Total	0.0	0.0	0.0	10.4	1 009.5	0.0	0.0	0.0	59.4	647.5

Table C3.1.4.3 gives a summary of the municipal bridges, major and lesser culverts in each Local Municipal Area.

Table C3.1.4.3: Bridges and Major & Lesser Culverts

Local Municipality	Bridges	Major Culverts	Lesser Culverts	Total
ELUNDINI	10	20	1 354	1 384
SENQU	1	2	190	193
WALTER SISULU	2	6	116	124
Total	13	28	1 660	1 701

C3.1.4 Existing RAMS Systems and Available Data

The Employer has the following existing systems in place:

- EasyRAMS Software
- Geographic Information System (GIS)
- Bridge and Major Culvert Data

The current system has been operating for more than 5 (five) years in which RAMS projects have been undertaken.

The most recent update of the system was carried out in 2019 when the paved and unpaved road networks were visually assessed.

All historic data will be made available to the Professional Service Provider.

C3.1.5 Employers Preliminary Works Schedule

The Employer has identified a preliminary annual schedule of works as follows:

Year 1:

- RAMS - System Installation and Update
- Update Road Network Information Module (RNIM) and Bridge Inventory (BMS)
- Update/Review Traffic Count Stations
- Paved and Unpaved Road Visual Condition Assessments
- Bridge and Major Culvert Inventory and Inspections
- Development of Road Maintenance Plans for each Local Municipality
- Reporting and Additional Services

Year 2:

- RAMS - System Update, Maintenance & Implementation
- Ancillary Road Assets Inventory and Condition Assessments
- Road Safety Assessments
- Reporting and Additional Services

Year 3: Ending 30 June 2027

- RAMS - System Update, Maintenance & Implementation
- Paved and Unpaved Road Visual Condition Assessments
- Profile Measurements
- Manual Traffic Counts
- Development of Road Maintenance Plans for each Local Municipality and
- Reporting and Additional Services.

The above works schedule is included for indicative purposes only and has no contractual implication. The scheduling of actual works will be aligned to the accepted tender amount and the Employers annual budget allocation for the Project.

C3.1.7 Electronic Data Exchange Format

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

C3.2 PROJECT SPECIFICATIONS

THE SPECIFICATIONS / PAY ITEM DESCRIPTIONS GIVEN HEREUNDER ARE TO BE READ IN CONJUNCTION WITH

SECTION C2.1 “**PREAMBLE TO THE PRICING SCHEDULE**”,

SECTION C3.1 “**PROJECT DESCRIPTION**” AND SECTION C2.2 A); C2.2 B) AND C2.2 C) “**PRICING SCHEDULE OF RATES**” – WHERE THE ITEM NUMBERS APPEARING IN THE LATTER REFER TO THE CORRESPONDING ITEM NUMBERS IN **SECTION C3.2** (THIS SECTION).

SHOULD THERE BE DISCREPANCY BETWEEN THIS SECTION AND THE CONTENTS OF SECTIONS C2.1,

C2.2 A), C2.2 B), C2.2 C) AND C3.1, THE STIPULATIONS OF SECTION C3.2 SHALL TAKE PRECEDENCE AND BE APPLIED.

1000 : RAMS SYSTEM IMPLEMENTATION

10.01 : RAMS System Installation

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

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

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

This is the critical component of the overall system. This sub-system must be GIS (ArcGIS or similar) linked / synchronized and contain essential inventory data such as road logs, with roads broken down into links and segments. The links are to describe the road category, start end descriptions, distance, road width, surface type, etc. The GIS must also be used to display information from the other support sub-systems.

Pavement Management System (PMS)

The PMS must include various data viewing and reporting modules for all visual and other pavement data collected on flexible surfaced, concrete surfaced, block paved and unpaved roads. The PMS must include works programmes and multi-year budgets. All historic and current visual condition assessment data together with road furniture such as guardrails, signage etc., must be stored in the PMS data tables.

Traffic Information Management System (TIMS)

This information system must contain data from manual traffic counts. The TIMS will act as a repository for all traffic data and will have both viewing and data querying capability.

Bridge Management System (BMS)

Unless the system has an integral BMS, the Struman BMS is preferred choice for proprietary software. Whichever system is used, it must be capable of producing statistics on the bridge and major culvert inventory, condition and priorities together with generating bridge and major culvert maintenance schedules and multi-year budgets.

Asset Management Reporting System (AMRS)

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

Road Safety Management System (RSMS)

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

Reporting Format

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

General

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

2000: NETWORK INVENTORY

20.02: Update Road Network Information Module (RNIM)/GIS Database

The Service Provider will be required to undertake full confirmation of the current road network inventory definition data and add any missing inventory information, identified during a “desk top” study (with confirmation being carried out during the road condition survey) and will be undertaken as per Draft TMH 22 guidelines involving, inter alia, the following basic aspects:

- Classification of the road network in terms of the Road Infrastructure Strategic Frameworks for South Africa (RIFSA) as well as the TRH 26 document
- Definition of road location and start/end point
- Definition of road segments and link nodes
- Possible digitizing of roads from geo-referenced images
- Capture of inventory data to RNIM/GIS and create preliminary inventory data base
- Inventory data confirmation of start/end nodes, length, width, surface type etc.

The rate tendered to update the RNIM/GIS will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements and other necessary items to confirm the road network defini-

tion information and subsequent update of the existing RNIM/GIS database(s).

20.04 : Update Bridge Inventory (BMS)

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

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

20.07 : Update/review Traffic Count Stations

The Service Provider will be required to update/ review the position of traffic count stations. This assessment will be a desk top study. The rate tendered will be a Man Hour and shall include all costs for labour, materials, equipment, travel, disbursements and the other necessary items to update/ review the position of traffic count stations.

3000: FIELD DATA ACQUISITION

30.01: Establishment and De-establishment

30.01 i): Visual Condition Assessors - Paved Roads

The rate tendered to establish/de-establish all the Visual Condition Assessors (flexible, concrete and block pavements) in the Joe Gqabi District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish the required number of assessors on the project.

All costs associated with the 3 (three) day calibration and accreditation session, as discussed in C3.1.4 is also to be included under this item. Only staff who have successfully attended and passed the calibration session and have been formally approved in writing by the Employer may undertake visual assessments. Should any of the originally proposed visual assessors not pass the calibration and accreditation process, replacement persons with comparable experience are to be established to undertake the calibration/accreditation until the requisite number of assessors is accredited. The establishment/de-establishment costs as well as the calibration and accreditation session costs of replacement persons will be for the Service Provider's account.

The Lump Sum amount will be paid once only following the successful calibration and accreditation of the requisite visual condition assessors.

Should the Service Provider use any personnel for the visual condition assessments who has not successfully attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for visual condition assessments undertaken by non accredited/ approved personnel.

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

30.01 l): Visual Condition Assessors - Unpaved Roads

The rate tendered to establish/de-establish the Visual Condition Assessors (gravel, earth and track roads) in the Joe Gqabi District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of assessors on the project.

All costs associated with the 3 (three) day calibration and accreditation session, as discussed in C3.1.4 is also to be included under this item. Only staff who have successfully attended and passed the calibration session and have been formally approved in writing by the employer may undertake visual assessments. Should any of the originally proposed visual assessors not pass the calibration and accreditation process, replacement persons with comparable experience are to be established to undertake the calibration/accreditation until the requisite number of assessors is accredited. The establishment/de-establishment costs as well as the calibration and accreditation session costs of replacement persons will be for the Service Provider's account. The Lump Sum amount will be paid once only following successful accreditation of the requisite visual condition assessors.

Should the Service Provider use any personnel for the visual surveys who has not attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for visual condition assessments undertaken by non-accredited/approved personnel.

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

30.01 m) : Visual Inspection Personnel - Bridges

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

Should the Service Provider use any personnel for the inspections who is not accredited, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for inspections undertaken by non-accredited/ approved personnel.

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

30.01 n): Visual Inspection Personnel - Major Culverts

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

Should the Service Provider use any personnel for the inspections who is not accredited, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for inspections undertaken by non-accredited / approved personnel. The Inspectors shall be established within 4 (four) weeks after notification by the Employer.

30.01 o): Traffic Enumerators

The rate tendered to establish/de-establish the Traffic Enumerators in the Joe Gqabi District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of enumerators on the project. The amount will be paid once only following establishment of the enumerators in the district. The Enumerators shall be established within 4 (four) weeks after notification by the Employer

30.01 p): Road Safety Appraisal Personnel

The rate tendered to establish/de-establish the Road Safety Appraisal Personnel in the Joe Gqabi District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of assessors on the project. The amount will be paid once only following establishment of the personnel in the district. The Personnel shall be established within 4 (four) weeks after notification by the Employer.

30.01 q): Ancillary Asset Personnel

The rate tendered to establish/de-establish the Ancillary Asset Personnel in the Joe Gqabi District will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, accommodation, disbursements, and other necessary items to establish/de-establish the required number of personnel on the project. The amount will be paid once only following establishment of the personnel in the district. The Personnel shall be established within 4 (four) weeks after notification by the Employer.

30.02: Traffic Control

Traffic control will be undertaken strictly in terms of the relevant specification in the latest edition of SARSTM Chapter 13. A detailed traffic management plan is to be submitted to the Employer for approval prior to any work being undertaken. Non compliance with the approved traffic management plan will result in a fixed penalty of R2 500.00 per occurrence and a time related hourly penalty of R250.00 measured from the time of non-compliance notification to the time of rectification.

30.02 d): Bridge Inspections

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

30.02 e): Traffic Counting

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

30.02 f): Safety Appraisals

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

30.02 i): Major Culvert Inspections

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

The amount will be paid in 2 (two) equal portions, the first part will be paid following commencement of the work in accordance with the traffic management plan with the second instalment

being due once the task is completed. Any penalty's accruing to this task – refer 30.02 - will be deducted from amounts due to the Service Provider.

30.02 j): Paved Roads Visual Assessments

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

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

30.02 k): Unpaved Roads Visual Assessments

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

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

30.02 l): Ancillary Asset Inventory and Assessments

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

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

30.03 : Data Collection - Road Network

The standard operational procedures as given in Draft TMH 13 are to be strictly adhered to. Prior to automated road condition data collection being undertaken, the Service Provider shall submit the following documentation for the Employer's approval:

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

libration Report - refer to Draft TMH 13 Part A to G

- Automated / Instrument Data collection : Current (not more than 3 months) minimum Class 2 Validation Report - refer to Draft TMH 13 Part A to G

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

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

30.03 g): Profile Measurements

The Profile Measurements are to be undertaken on portions of the road network, as directed by the Employer, in the various local municipal areas.

The purpose of the measurements is to obtain the following:

- Longitudinal Road Profiles from which road roughness can be calculated and reported in IRI units;
- Transverse Profiles from which the mean rut depth in each wheel path can be derived and reported in mm;
- Texture Profile measured in the left wheel path from which the Sensor Measured Texture Depth (SMTD) can be derived and reported in mmm;
- Right-of-Way image survey of the road and road reserve; and
- GPS coordinate data to confirm the location of the sections measured.

30.03 n): Response Type Roughness Meter - Class 3

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

Factors which may influence the IRI shall be recorded during the survey and the data corrected accordingly. These Include, but not limited to, traffic congestion, pavement construction activities, travel off the carriageway, etc. If road conditions are extremely rough that the collection of riding quality data as prescribed above is not practical or safe; the Service Provider shall provide an alternative means for estimating pavement roughness for use in such areas, calibrated by ASTM E 1364-95 or a similarly acceptable standard, and subject to Employer approval. A work programme shall be submitted for the

Employer's consideration and approval.

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

30.03 p): Road Safety Appraisals

Road Safety Appraisals are to be undertaken on portions of the road network, as directed by the Employer, in the various local municipal areas. The Road Safety Appraisals are to be carried out by the Road Safety Assessors approved by the Employer, in terms of the procedures contained in Chapter 5 of the South African Road Safety Audit Manual - 2012 or IRAP. A work programme shall be submitted for the Employer's consideration and approval.

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

30.03 s): Paved Roads Visual Condition Assessments

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

The pro-forma assessment forms for flexible, concrete and block pavements, which is to be used for recording the results of the condition surveys per segment, are included in the TMH 9 manual.

A GIS shapefile and a spreadsheet containing the road segment information will be made available together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH 9.

The following should be noted with regards to visual assessments:

- Segment data, road names and/or route numbers may be incorrect or incomplete in some instances and the Service Provider will be required to note any inconsistencies or errors. These are also to be marked up on the Maps and provided to the Employer when completed GIS datasets are submitted.
- Certain road sections may be under construction or inaccessible. Visual assessments are not to be conducted on these sections, but this should be noted on the assessment form and the maps.
- Completed data is to be submitted on a bi-weekly basis to substantiate progress and to allow for quality checking on an ongoing basis.
- All fieldwork must be undertaken in a manner that complies with the relevant safety legislation and regu-

lations.

- The Employer accepts no responsibility for any eventuality that may occur during execution of the assessments.

The Service Provider will perform the work entirely at its own risk and must ensure that suitable safety precautions are taken at all times. This include the wearing of approved high visibility safety vests by their staff during the assessments, as well as equipping vehicles with appropriate signage and orange lights.

Should the Service Provider use personnel for the visual assessments who have not attended the testing and calibration session, or personnel who attended the session but were not approved of by the Employer in writing, the Contract may be terminated forthwith and the Service Provider will forfeit all further rights in terms of the Contract as from the date of such termination.

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

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

The Employer will undertake acceptance control testing as follows:

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

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

Should the Service Provider use any personnel for the visual surveys who has not attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for visual condition assessments undertaken by non-accredited/ approved personnel. The period of performance shall be 12 (twelve) weeks.

The unit of measurement to undertake visual condition assessments is a Carriageway. Km and shall include all costs for labour, materials, equipment (including collection of images if the “post rating” method is used) and any other requirements to undertake assessments. Travel costs within the district and other subsistence costs – both pre-approved by the Employer are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

30.03 t) : Unpaved Roads Visual Condition Assessments

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

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

A GIS shapefile and a spreadsheet containing the road segment information will be made available, together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH 9.

The following should be noted with regards to visual assessments:

- Segment data, road names and/or route numbers may be incorrect or incomplete in some instances and the Service Provider will be required to note any inconsistencies or errors. These are also to be marked up on the maps and provided to the Employer when completed GIS datasets are submitted.
- Certain road sections may be under construction or inaccessible. Visual surveys are not to be conducted on these sections, but this should be noted on the assessment form and the maps.
- Completed data is to be submitted on a bi-weekly basis to substantiate progress and to allow for quality checking on an ongoing basis.
- All fieldwork must be undertaken in a manner that complies with the relevant safety legisla-

tion and regulations. The Employer accepts no responsibility for any eventuality that may occur during execution of the assessments. The Service Provider will perform the work entirely at its own risk and must ensure that suitable safety precautions are taken at all times. This include the wearing of approved high visibility safety vests by their staff during the assessments, as well as equipping vehicles with appropriate signage and orange lights.

- Should the Service Provider use personnel for the visual assessments who have not attended the testing and calibration session, or personnel who attended the session but were not approved of by the Employer in writing, the Contract may be terminated forthwith and the Service Provider will forfeit all further rights in terms of the Contract as from the date of such termination.

Visual condition assessments must be executed according to the requirements of the TMH 9 Manual, and in terms of the calibration done during the Calibration session.

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

The Employer will undertake acceptance control testing as follows:

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

The "post-rating method" (i.e. applying the stipulations of the TMH 9 to images) shall not be used, only the traditional TMH 9 approach will be permitted.

Should the Service Provider use any personnel for the visual surveys who has not attended the calibration and accreditation session, or use personnel who attended the session but are not approved by the Employer, the Employer reserves the right to terminate the Contract as per the stipulations of clause 8.4.1 given in the Conditions of Contract as amended in the Contract Data. The Service Provider will not be entitled to payment of the rate tendered for visual condition assessments undertaken by non-accredited/ approved personnel. The period of performance shall be 12 (twelve) weeks.

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

30.03 u): Ancillary Asset Inventory and Inspections

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

A GIS shapefile and a spreadsheet containing the road segment information will be made available, together with maps indicating the municipal network. The segments are defined from intersection to intersection, as stipulated in the TMH9. The period of performance shall be 16 (sixteen) weeks.

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

30.04: Data Collection – Structures

30.04 a) Bridge Structures,

30.04 b) Major Culvert Structures and

30.04 c) Lesse Culvert Structures

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

though he/she can also be used to inspect the bridges and/or major culverts.

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

The unit of measurement shall be the number of Bridges (30.04 a) and Major Culverts(30.04 b) and shall include full compensation for all labour, materials and equipment necessary to undertake the inventories and inspections. Travel costs within the district and other subsistence costs – both pre-approved by the Employer – are to be claimed under the appropriate pay item in Section 7000 of the Pricing Schedule of Rates.

30.05: Data Collection – Traffic

30.05 b) Manual Counts - 4 Way Intersection, and

30.05 d) Manual Counts - 3 Way Intersection

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

The 12 hour traffic counts at the selected survey stations shall be undertaken between the hours of 06:00 to 18:00 on days as specified by the Employer. The vehicle classification system shall be discussed with Employer before the survey starts. As guidance the classification shall be in line with TMH 14. The period of performance shall commence after establishment and be completed within 6 (six) months.

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

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

4000: DATA ANALYSIS / VERIFICATION

40.01: Road Network

40.01 a) Paved Road Visual Condition

The capturing of the visual condition data to the RAMS is to be completed within 8 (eight) weeks of the

field work being concluded.

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

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

40.01 k) Transverse Profile Rutting

The capture of wheelpath rutting data to the RAMS is to be completed within 4 (four) weeks of the data collection exercise.

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

- a) Positioning cross checks of field co-ordinates with GIS and a secondary geo-spatial reference source
- b) Review comments "flags" noted during the field work
- c) Compare left and right wheelpath against each other for anomalies
- d) Check the profile in wheelpath versus profile between wheelpath eg profile is not lower between wheel paths
- e) Cross check against riding quality data
- f) Logical checks on improbable data eg 0mm rut depth or rutting exceeding 200mm
- g) Compare random selection (+/- 5% of the profile and rutting results) to the visual condition as derived under 40.01 a)
- h) Check inventory details, eg road name/number, date, link/segment reference etc

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

Once the Service Provider's RAMS Pavement Engineer is satisfied with the data integrity he/she will issue a data verification certificate.

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

40.01 q): Road Safety Appraisals

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

safety appraisals to verify the original findings.

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

40.01 s): Panel Inspections - Paved Roads

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

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

40.01 v): Unpaved Road Visual Condition

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

The data verification procedures as stipulated in the TMH 22 Manual shall be applied before capturing the data in the RAMS.

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

40.01 w): Ancillary asset Inventory and Inspection

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

The data verification procedures as stipulated in the TMH 22 Manual shall be applied before capturing the data in the RAMS.

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

40.01 x): Panel Inspections - Unpaved Roads

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

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

40.01 y): Update RISFSA/RCAM Classification

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

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

40.02: Structures

40.02 a): Bridge Structures

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

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

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

a) The visual condition data is to be captured twice by different accredited assessors. The two data

sets are then validated against each other with exceptions being re-assessed by the assessors and the RAMS structural engineer before a final data set is established.

- b) An accuracy check is then done to establish logical exceptions between individual rating items
- c) Integrity check on inventory data
- d) Panel Inspections on 10% of the major structures network (refer 40.01 s))

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

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

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

40.02 b): Major Culvert Structures

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

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

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

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

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

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

The unit of measurement to undertake this testing will be the number of Major Culverts and shall in-

clude all costs for labour, materials, equipment, rating the distresses, quality management and data verification/quality control.

40.02 c): Panel Inspections - Bridges and 40.02 d) Panel Inspection - Major

Culverts

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

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

40.03: Traffic

Traffic data obtained from the manual surveys is to be captured in spreadsheet format as prescribed by the Employer on an ongoing basis and be completed within four weeks of the counts being completed.

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

- a) Positioning cross checks of traffic counting sites
- b) Review comments "flags" noted during the field work
- c) Review of data submitted for compliance with requirements
- d) Undertake logical check that data is "reasonable", eg % heavy vehicles does not exceed % light
- e) Data authentication Draft TMH 3 provides specifications for data quality management.

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

5000: REPORTING

50.01: Road Network

50.01 a): Paved Road Network

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

The content of the annual Paved Road Network Report will include, but not limited

to:

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

Appendix A: Surface Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Optimisation Results

Appendix E: Remedial Intervention Algorithms and Indices Calculations

Appendix F: Repair Measure Listings: Routine Maintenance

Appendix G: Repair Measure Listings: Periodic Maintenance

Appendix H: Repair Measure Listings: Special Maintenance

Appendix I: Repair Measure Listings: Rehabilitation and Improvement

Appendix J: Budgets and Economic Analysis

Appendix K: Asset Register

Appendix L: Emergency Interventions

Appendix M: Specialist Inspections

Appendix N: Future Inspections

Appendix O: Panel Inspection and Quality Control

Appendix P: GIS Maps indicating Condition and Remedial Action Requirements

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

50.01 b): Unpaved Road Network

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

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

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
- Inspection Results in terms of Condition Indices and Trends
- Prioritisation Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements

- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Unsurfaced Road Network Inspections

Appendix A:	Unsurfaced Road Inventory and Updates
Appendix B:	Photographs
Appendix C:	Priority Listings
Appendix D:	Remedial Intervention Algorithms and Indices Calculations
Appendix E:	Repair Measure Listings: Routine Maintenance
Appendix F:	Repair Measure Listings: Periodic Maintenance
Appendix G:	Repair Measure Listings: Special Maintenance
Appendix H:	Repair Measure Listings: Rehabilitation and Improvement
Appendix I:	Budgets and Economic Analysis
Appendix J:	Asset Register
Appendix K:	Emergency Interventions
Appendix L:	Specialist Inspections
Appendix M:	Future Inspections
Appendix N:	Panel Inspection and Quality Control
Appendix O:	GIS Maps indicating Condition and Remedial Action Requirements

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

50.01 e): Safety Appraisals

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

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

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

The unit of measurement to undertake the reporting will be a Lump Sum per network report and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the Draft Report, presenting the Draft Report to the Employer as instructed, and upon approval preparing a Final Report (including expression of an audit opinion), printing 5 (five) paper copies and 2 (two) electronic copies

on CD.

50.02: Structures (Bridges, Major and Lesser Culverts)

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

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

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

- Executive Summary
- Introduction and Terms of Reference
- Structures Inspected
- Discussion on Inspections and Quality Control Procedures
- Inventory Data and Asset Register
- Inspection Results in terms of VCI
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Budgeting Summary
- Proposed Emergency Bridge Repair Projects
- Special Inspections Required
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Appendix A:	Structures Asset Register
Appendix B:	Structures Inventory
Appendix C:	Photographs
Appendix D:	Priority Listings
Appendix E:	Repair Measure Listings : Routine Maintenance
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Appendix I:	Current and Required Budgets
Appendix J:	Emergency Interventions
Appendix K:	Specialist Inspections
Appendix L:	Future Inspections
Appendix M:	GIS Maps of Structures

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

50.03: Traffic

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

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

- Executive Summary
- Introduction and Terms of Reference
- Selection of Counting Stations
- Traffic Counts
- Quality Control
- Traffic Volumes and Trends
- Heavy Vehicle Volume and Trends
- Traffic Growth / Reduction
- Identification of Strategic/Major Routes
- Conclusions and Recommendations

Appendix A:	Traffic Counting Stations
Appendix C:	Photographs
Appendix D:	Detailed Total Traffic Statistics
Appendix E:	Detailed Heavy Vehicle Traffic Statistics
Appendix F:	Road Link Volumes
Appendix G:	Volume / Capacity Ratio
Appendix H:	Listing of Road Links by Total Traffic and Heavy Traffic Volumes
Appendix I:	GIS Maps Illustrating Link Volumes
Appendix J:	Listing of Routes by Total Traffic and Heavy Traffic Volumes
Appendix K:	GIS Maps Illustrating Route Volumes

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

er as instructed.

50.05: Asset Register

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

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

50.06: Road Asset Management Plan (RAMP)

The Employer's annual Road Asset Management Plan report is also to be compiled within 6 weeks in terms of the requirements as stipulated by the National Department of Transport and the TMH22 (Appendix J-10). The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the reports, printing 5 paper copies of each report, 2 electronic copies of each report on CD in both *.pdf and *.doc format and presenting the reports to the Employer as instructed.

50.07: Road Maintenance Plans for Local Municipalities

A Road Maintenance Plan is to be compiled for each Local Municipality in terms of the Employer's requirements. This task will involve all activities associated with the development of Road and Stormwater Maintenance Plans. The individual maintenance plans for each of the 3 (three) Local Municipalities are to be prepared as these Municipalities adds value to healthy living in Joe Gqabi District through the provision of sustainable roads and stormwater services of high quality. The goals are to ensure safe stormwater and drainage environment and to provide stormwater infrastructure development and maintenance.

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

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

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

- Periodic Maintenance
- Special Maintenance
- Rehabilitation
- Upgrading/ Improvements
 - Proposed Resources
 - Financial Requirements

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

50.08: Ancillary Assets Inventory and Inspections

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, a network report is to be prepared on the status quo of the ancillary assets. The report will discuss, inter alia, current condition, deterioration, trends, maintenance strategies/plans, prioritization of maintenance, budget needs, emergency interventions and improvement projects. The unit of measurement to undertake this reporting will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the reports, printing 5 (five) paper copies of each report, 2 (two) electronic copies of each report on CD in both *.pdf and *.doc format and presenting the reports to the Employer as instructed.

50.09: TMH18 Data Files

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, the data is to be formatted into the required TMH18 files within 4 weeks. The unit of measurement to undertake this will be a lump Sum and shall include all costs for labour, materials, equipment, disbursements, travel, liaison with the Employers financial staff, compiling the TMH18 electronic files and presenting the files to the Employer as instructed.

50.10: Monthly Reports

Monthly progress reports are to be prepared as required by the National Department of Transport. The unit of measurement to undertake these reports will be a Lump Sum for all the reports per annum and shall include all costs compiling the reports.

50.11: Quarterly Reports

Quarterly progress reports are to be prepared as required by the National Department of Transport. The unit of measurement to undertake these reports will be a Lump Sum for all the reports per annum and shall include all costs compiling the reports.

6000: ADDITIONAL SERVICES

60.01: Attend Meetings

Project meetings shall be held monthly at the Joe Gqabi District Municipal offices. The unit of measurement to attend these regular meetings will be the Person Hour and shall include all costs for labour, materials, equipment, disbursements and travel, compiling of the meeting agenda, preparing Minutes and circulating such. The Service Provider's Key Persons, as directed by the Employer, are required to attend these meetings.

Attendance at meetings in addition to the above can be claimed for under payment item 60.02 (a to d) and 70.01/70.02 as appropriate. Expenditure for additional meetings shall only be undertaken on written instruction of the Employer.

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

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

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

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

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

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

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

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

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

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

Ad-hoc support may be required periodically from the Service Provider. The unit of measurement is the

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

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

60.03: Strategic Support

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

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

60.04: Training and Skills Transfer

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

The training sessions will be held at least once per year and will include, inter alia, the following topics:

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

The training programme must include theoretical and practical sessions and, for the road and structures assessment training, include formal testing for accreditation purposes.

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

A Provisional Sum has been included for training /skills transfer and the Service Provider will submit a

detailed year training plan, together with costs, for approval within 6 weeks of appointment. Expenditure under this item shall only be undertaken on written instruction of the Employer.

7000: DISBURSEMENTS

70.01: Travel

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

70.02: Accommodation

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

C2.1: PRICING INSTRUCTIONS

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

Unit: The unit of measurement for each item of work as defined in the project specifications.

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

Rate: The payment required per unit of work executed.

Amount: The product of the quantity and the tendered rate.

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

Provisional Sum:

An amount allowed for an item, the exact extent of which is currently unknown.

Such amounts are under the sole discretion of the Employer, and can only be expended following a specific instruction from the Employer.

Category A, B, C and D Staff:

Refer to the ECSA guidelines for the categorisation of engineering staff and the DPSA guidelines for maximum limits.

- 3) This Pricing Schedule forms an integral part of the contract documents and must be read in conjunction with all other documents comprising the contract - particularly the pay item descriptions included herein under C3.2.
- 4) The quantities, sums, disbursement amounts and provisional sums set out in the Pricing Schedule are anticipated values only. The quantities/values of work finally accepted and certified for payment, and not the quantities/values given in the Pricing Schedule, will be used to determine payment. A reduction or increase in the quantities shall not be grounds for any adjustment to tendered rates. The **only** exception being where quantities increase and have an effect on **time** based items which may be adjusted at the employers discretion subject to the Service Providers submission in terms of clause 3.9 of the Conditions of Contract.
- 5) The validity of the contract or the tendered prices shall in no way be affected by differences between the quantities/values in the Pricing Schedule and the quantities/values finally certified for payment.
- 6) The rates tendered shall include full compensation for support staff (typists, filing etc), overheads, disbursements (unless stated otherwise) profits, incidentals, tax (other than VAT). etc.
- 7) Tenderers shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered nor shall items not be priced. Should the tenderer wish not to charge for a particular pay item, it is **not to be left blank** and a ZERO (0) is to be inserted in the rate and amount column. If a tenderer wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of the Tender Data.
- 8) The tendered rates shall be valid irrespective of any change in the quantities no matter whether positive or negative during the execution of the contract.
- 9) The values of work or provisional sums stated in the Pricing Schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the Service Provider.
- 10) The value of work or provisional sums in the Pricing Schedule shall not be regarded as authorisation for the Service Provider to engage sub-consultants or to execute work. The Service Provider shall obtain the Employer's approval prior to executing work or making arrangements in this regard.
- 11) The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Refer to C3.2 for detailed description of the pay items.
- 12) The rates entered by the tenderer to the Pricing Schedule shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled Pricing Schedule; the rates will be regarded as being correct.
- 13) The Employer shall have the right to make adjustments to the tender sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the Service Provider in making adjustments to the tender sum but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own

interest tenderers must make double sure of the correctness of their tendered rates, the extensions and the tender sum.

- 14) A bid may be rejected if the rates or disbursement rates for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The tenderer will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items.
- 15) All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.
- 16) The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in section C3.2
- 17) **The pricing schedules for ALL 3 (three) years (ending 30 June 2027) are to be priced. Failure to do so will result in the tender being deemed non-responsive.**
- 18) The tenderer should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and/or hardware will be entertained and should be included within the rates tendered.

C2.2 A) PRICING SCHEDULE - YEAR 1

Year 1					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1000	RAMS SYSTEM IMPLEMENTATION				
10.01	RAMS System Installation and Update	Sum	1		
2000	NETWORK INVENTORY				
20.02	Update Road Network Information Module (RNIM)	Person Hr.	160		
20.04	Update Bridge & Major Culvert Inventory (BMS)	Person Hr.	-		
20.07	Update/review Traffic Count Stations	Person Hr.	-		
3000	FIELD DATA ACQUISITION				
30.01	Establishment and De-establishment				
30.01 i)	Visual Assessment Personnel - Paved Roads	Sum	1		
30.01 l)	Visual Assessment Personnel - Unpaved Roads	Sum	1		
30.01 m)	Visual Inspection Personnel - Bridges	Sum	-		
30.01 n)	Visual Inspection Personnel - Major Culverts	Sum	-		
30.01 o)	Traffic Enumerators	Sum	-		
30.01 p)	Road Safety Appraisal Personnel	Sum	-		
30.01 q)	Ancillary Asset Personnel	Sum	-		
30.02	Traffic Control				
30.02 d)	Bridge Inspections	Sum	-		
30.02 e)	Traffic Counting Personnel	Sum	-		
30.02 f)	Safety Appraisals	Sum	-		
30.02 i)	Major Culvert Inspections	Sum	-		
30.02 j)	Paved Roads Visual Assessments	Sum	1		
30.02 k)	Unpaved Roads Visual Assessments	Sum	1		
30.02 l)	Ancillary Assest Inventory and Assessments	Sum	-		
30.03	Data Collection - Road Network				
30.03 p)	Road Safety Appraisals	C'way.km	-		
30.03 s)	Paved Roads Visual Condition Asestments	C'way.km	200		
30.03 t)	Unpaved Roads Visual Condition Assessments	C'way. km	1 700		
30.03 u)	Ancillary Asset Inventory and Inspections	C'way. km	-		
30.04	Data Collection - Structures				
30.04 a)	Bridge Structures	Number	-		
30.04 b)	Major Culvert Structures	Number	-		
30.05	Data Collection - Traffic				
30.05 b)	Traffic Counts: Manual - 4 Way Intersection (12hrs)	Number	-		
30.05 d)	Traffic Counts: Manual - 3 Way Intersection (12hrs)	Number	-		
4000	DATA ANALYSIS / VERIFICATION				
40.01	Road Network				
40.01 a)	Paved Visual Condition	C'way.km	200		

40.01 q)	Road Safety Appraisals	C'way.km	-		
40.01 s)	Panel Inspection: Paved Roads	Person Hr	40		
40.01 v)	Unpaved Visual Condition	C'way.km	1 700		
40.01 w)	Ancillary Assets Inventory and Inspections	C'way.km	-		
40.01 x)	Panel Inspection: Unpaved Roads	Person Hr	40		
40.01 y)	Update RISFSA/RCAM Classification	C'way.km	1 900		
40.02	Structures				
40.02 a)	Bridge Structures	Number	-		
40.02 b)	Major Culvert Structures	Number	-		
40.02 c)	Panel Inspection: Bridges	Person.hr	-		
40.02 d)	Panel Inspection: Major Culverts	Person.hr	-		
40.03	Traffic				
	Traffic Counts Manual - 4 Way Intersection (12hrs)	Sum	-		
	Traffic Counts Manual - 3 Way Intersections (12hrs)	Sum	-		
5000	REPORTING				
50.01	Road Network				
50.01 a)	Paved Road Network	Sum	1		
50.01 b)	Unpaved Road Network	Sum	1		
50.01 e)	Safety Appraisals	Sum	-		
50.02	Structures (Bridges and Major Culverts)	Sum	-		
50.03	Traffic	Sum	-		
50.05	Asset Register	Sum	1		
50.06	Road Asset Management Plan (RAMP)	Sum	1		
50.07	Road Maintenance Plans for Local Municipalities	Report	3		
50.08	Ancillary Assets Inventory and Inspections	Sum	-		
50.09	TMH18 Data Files	Sum	1		
50.10	Monthly Reports	Sum	1		
50.11	Quarterly Reports	Sum	1		
6000	ADDITIONAL SERVICES				
60.01	Attend Meetings	Person Hr.	150		
60.02 a)	Ad-hoc Support : Category A Staff	Hour	80		
60.02 b)	Ad-hoc Support : Category B Staff	Hour	200		
60.02 c)	Ad-hoc Support : Category C Staff	Hour	280		
60.02 d)	Ad-hoc Support : Category D Staff	Hour	400		
60.03	Strategic Support	Prov. Sum	1		
60.04	Training /Skills Transfer	Prov. Sum	1		
7000	DISBURSEMENTS				
70.01	Travel	Km	65 000		
70.02	Accommodation	Person/Night	300		
Total Carried Forward to Summary Page Item C2.2a)					

C2.2 B) PRICING SCHEDULE - YEAR 2

Year 2					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1000	RAMS SYSTEM IMPLEMENTATION				
10.01	RAMS System Installation and Update	Sum	1		
2000	NETWORK INVENTORY				
20.02	Update Road Network Information Module (RNIM)	Person Hr.	80		
20.04	Update Bridge & Major Culvert Inventory (BMS)	Person Hr.	40		
20.07	Update/review Traffic Count Stations	Person Hr.	40		
3000	FIELD DATA ACQUISITION				
30.01	Establishment and De-establishment				
30.01 i)	Visual Assessment Personnel - Paved Roads	Sum	-		
30.01 l)	Visual Assessment Personnel - Unpaved Roads	Sum	-		
30.01 m)	Visual Inspection Personnel - Bridges	Sum	1		
30.01 n)	Visual Inspection Personnel - Major Culverts	Sum	1		
30.01 o)	Traffic Enumerators	Sum	1		
30.01 p)	Road Safety Appraisal Personnel	Sum	-		
30.01 q)	Ancillary Asset Personnel	Sum	-		
30.02	Traffic Control				
30.02 d)	Bridge Inspections	Sum	1		
30.02 e)	Traffic Counting Personnel	Sum	1		
30.02 f)	Safety Appraisals	Sum	-		
30.02 i)	Major Culvert Inspections	Sum	1		
30.02 j)	Paved Roads Visual Assessments	Sum	-		
30.02 k)	Unpaved Roads Visual Assessments	Sum	-		
30.02 l)	Ancillary Assest Inventory and Assessments	Sum	-		
30.03	Data Collection - Road Network				
30.03 p)	Road Safety Appraisals	C'way.km	-		
30.03 s)	Paved Roads Visual Condition Asessments	C'way.km	-		
30.03 t)	Unpaved Roads Visual Condition Assessments	C'way. km	-		
30.03 u)	Ancillary Asset Inventory and Inspections	C'way. km	-		
30.04	Data Collection - Structures				
30.04 a)	Bridge Structures	Number	13		
30.04 b)	Major Culvert Structures	Number	28		
30.05	Data Collection - Traffic				
30.05 b)	Traffic Counts: Manual - 4 Way Intersection (12hrs)	Number	50		
30.05 d)	Traffic Counts: Manual - 3 Way Intersection (12hrs)	Number	50		

4000	DATA ANALYSIS / VERIFICATION				
40.01	Road Network				
40.01 a)	Paved Visual Condition	C'way.km	-		
40.01 q)	Road Safety Appraisals	C'way.km	-		
40.01 s)	Panel Inspection: Paved Roads	Person Hr	-		
40.01 v)	Unpaved Visual Condition	C'way.km	-		
40.01 w)	Ancillary Assets Inventory and Inspections	C'way.km	-		
40.01 x)	Panel Inspection: Unpaved Roads	Person Hr	-		
40.01 y)	Update RISFSA/RCAM Classification	C'way.km	-		
40.02	Structures				
40.02 a)	Bridge Structures	Number	13		
40.02 b)	Major Culvert Structures	Number	28		
40.02 c)	Panel Inspection: Bridges	Person.hr	24		
40.02 d)	Panel Inspection: Major Culverts	Person.hr	40		
40.03	Traffic				
	Traffic Counts Manual - 4 Way Intersection (12hrs)	Sum	50		
	Traffic Counts Manual - 3 Way Intersections (12hrs)	Sum	50		
5000	REPORTING				
50.01	Road Network				
50.01 a)	Paved Road Network	Sum	-		
50.01 b)	Unpaved Road Network	Sum	-		
50.01 e)	Safety Appraisals	Sum	-		
50.02	Structures (Bridges and Major Culverts)	Sum	1		
50.03	Traffic	Sum	1		
50.05	Asset Register	Sum	1		
50.06	Road Asset Management Plan (RAMP)	Sum	1		
50.07	Road Maintenance Plans for Local Municipalities	Report	-		
50.08	Ancillary Assets Inventory and Inspections	Sum	-		
50.09	TMH18 Data Files	Sum	1		
50.10	Monthly Reports	Sum	1		
50.11	Quarterly Reports	Sum	1		
6000	ADDITIONAL SERVICES				
60.01	Attend Meetings	Person Hr.	150		
60.02 a)	Ad-hoc Support : Category A Staff	Hour	80		
60.02 b)	Ad-hoc Support : Category B Staff	Hour	200		
60.02 c)	Ad-hoc Support : Category C Staff	Hour	280		
60.02 d)	Ad-hoc Support : Category D Staff	Hour	400		
60.03	Strategic Support	Prov. Sum	1		
60.04	Training /Skills Transfer	Prov. Sum	1		
7000	DISBURSEMENTS				
70.01	Travel	Km	50 000		
70.02	Accommodation	Person/Night	150		
Total Carried Forward to Summary Page Item C2.2b)					

C2.2 C) PRICING SCHEDULE - YEAR 3 (Ending 30 June 2027)

Year 3 (ending 30/06/2027)					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1000	RAMS SYSTEM IMPLEMENTATION				
10.01	RAMS System Installation and Update	Sum	1		
2000	NETWORK INVENTORY				
20.02	Update Road Network Information Module (RNIM)	Person Hr.	80		
20.04	Update Bridge & Major Culvert Inventory (BMS)	Person Hr.	-		
20.07	Update/review Traffic Count Stations	Person Hr.	-		
3000	FIELD DATA ACQUISITION				
30.01	Establishment and De-establishment				
30.01 i)	Visual Assessment Personnel - Paved Roads	Sum	-		
30.01 l)	Visual Assessment Personnel - Unpaved Roads	Sum	-		
30.01 m)	Visual Inspection Personnel - Bridges	Sum	-		
30.01 n)	Visual Inspection Personnel - Major Culverts	Sum	-		
30.01 o)	Traffic Enumerators	Sum	-		
30.01 p)	Road Safety Appraisal Personnel	Sum	1		
30.01 q)	Ancillary Asset Personnel	Sum	1		
30.02	Traffic Control				
30.02 d)	Bridge Inspections	Sum	-		
30.02 e)	Traffic Counting Personnel	Sum	-		
30.02 f)	Safety Appraisals	Sum	1		
30.02 i)	Major Culvert Inspections	Sum	-		
30.02 j)	Paved Roads Visual Assessments	Sum	-		
30.02 k)	Unpaved Roads Visual Assessments	Sum	-		
30.02 l)	Ancillary Asset Inventory and Assessments	Sum	1		
30.03	Data Collection - Road Network				
30.03 p)	Road Safety Appraisals	C'way.km	500		
30.03 s)	Paved Roads Visual Condition Assessments	C'way.km	-		
30.03 t)	Unpaved Roads Visual Condition Assessments	C'way. km	-		
30.03 u)	Ancillary Asset Inventory and Inspections	C'way. km	1 900		
30.04	Data Collection - Structures				
30.04 a)	Bridge Structures	Number	-		
30.04 b)	Major Culvert Structures	Number	-		
30.05	Data Collection - Traffic				
30.05 b)	Traffic Counts: Manual - 4 Way Intersection (12hrs)	Number	-		
30.05 d)	Traffic Counts: Manual - 3 Way Intersection (12hrs)	Number	-		
4000	DATA ANALYSIS / VERIFICATION				
40.01	Road Network				
40.01 a)	Paved Visual Condition	C'way.km	-		

40.01 q)	Road Safety Appraisals	C'way.km	500		
40.01 s)	Panel Inspection: Paved Roads	Person Hr	-		
40.01 v)	Unpaved Visual Condition	C'way.km	-		
40.01 w)	Ancillary Assets Inventory and Inspections	C'way.km	1 900		
40.01 x)	Panel Inspection: Unpaved Roads	Person Hr	-		
40.01 y)	Update RISFSA/RCAM Classification	C'way.km	-		
40.02	Structures				
40.02 a)	Bridge Structures	Number	-		
40.02 b)	Major Culvert Structures	Number	-		
40.02 c)	Panel Inspection: Bridges	Person.hr	-		
40.02 d)	Panel Inspection: Major Culverts	Person.hr	-		
40.03	Traffic				
	Traffic Counts Manual - 4 Way Intersection (12hrs)	Sum	-		
	Traffic Counts Manual - 3 Way Intersections (12hrs)	Sum	-		
5000	REPORTING				
50.01	Road Network				
50.01 a)	Paved Road Network	Sum	-		
50.01 b)	Unpaved Road Network	Sum	-		
50.01 e)	Safety Appraisals	Sum	1		
50.02	Structures (Bridges and Major Culverts)	Sum	-		
50.03	Traffic	Sum	-		
50.05	Asset Register	Sum	1		
50.06	Road Asset Management Plan (RAMP)	Sum	1		
50.07	Road Maintenance Plans for Local Municipalities	Report	-		
50.08	Ancillary Assets Inventory and Inspections	Sum	1		
50.09	TMH18 Data Files	Sum	1		
50.10	Monthly Reports	Sum	1		
50.11	Quarterly Reports	Sum	1		
6000	ADDITIONAL SERVICES				
60.01	Attend Meetings	Person Hr.	150		
60.02 a)	Ad-hoc Support : Category A Staff	Hour	80		
60.02 b)	Ad-hoc Support : Category B Staff	Hour	200		
60.02 c)	Ad-hoc Support : Category C Staff	Hour	280		
60.02 d)	Ad-hoc Support : Category D Staff	Hour	400		
60.03	Strategic Support	Prov. Sum	1		
60.04	Training /Skills Transfer	Prov. Sum	1		
7000	DISBURSEMENTS				
70.01	Travel	Km	65 000		
70.02	Accommodation	Person/Night	200		
Total Carried Forward to Summary Page Item C2.2c)					

EVALUATION CRITERIA FOR FUNCTIONALITY

Service Providers will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price as follows:

ITEM	WEIGHT
Stage 1 of Evaluation - Functionality	100
• Experience on RRAMS Projects	30
• Expertise	30
• Financial Viability	10
• Methodology	30
Stage 2 of Evaluation - Price & Specific goals	80/20
• Price	80
• HDI	10
• Locality	10

Note:

- Bidders scored less than 71% on functionality will not be considered further for price.

DESCRIPTION / CRITERIA				Maximum Points Allowed	
			Minimum		Maximum
Experience on RRAMS Projects	5 points per project	(4 projects)	20		30
Expertise		Breakdown of the 10x experts required	30		30
Financial Viability	A	10	6		10
	B	8			
	C	6			
	D	4			
	E	2			
Methodology			15	30	
	Comprehensive	30			
	Good	15			
	Fair	10			
	Poor	5			
			71	100	
Note: <u>COMPULSORY</u> attachments for verification of work done:					

In order to score points for experience, the Tenderer must submit the following documentation as evidence:

1. For each RRAMS project previously undertaken, submit copies of the following:
 - Letter of Appointment **or**
 - The Official Order **or**
 - The Signed Contract
2. For each RRAMS project submitted in 1. above, submit the following:
 - corresponding JGDM Tenderer Assessment Form (on this document page 92 -93)
3. The JGDM Tenderer Assessment Form must be duly completed, stamped and signed by the previous employer as a means of verifying references for each project the tenderer wishes to claim points for.

PLEASE NOTE:

If a tenderer submits a Letter of Appointment/Official Order/Signed Contract for a specific RRAMS project previously/currently undertaken, but neglects to submit a corresponding Tenderer Assessment Form for the exact same project, the tenderer will score ZERO points.

COPIES OF DOCUMENTATION DO NOT NEED CERTIFICATION, BUT WILL BE SUBJECTED TO VERIFICATION

Total for Experience

30

EXPERTISE

An Organogram of the proposed project team (aligned to the key functions listed below) to be submitted.

Each team member in the organogram to submit a CV stating:

- Qualification/s
- Experience in RRAMS
- Professional Registration in their particular field
- Years' experience
- Include relevant qualification/s & registration certificates

(Please note that copies of certificates must be certificated as a true copy of the original)

The following key functions have been identified:

Position	Qualifications and Professional Registrations	Years of Experience in respective field	Points	
Overall Project Manager/ Director	Pr. Eng/Pr.Tech Eng ECSA or equivalent	+7 years	3	
		less years	0	
Pavement Project Manager	Pr.Eng/Pr.Tech Eng ECSA or equivalent	+7 years	3	
		5 years	0	
Traffic Engineering and Transport Planning Project Manager	Pr.Eng/Pr.Tech Eng ECSA or equivalent	+3 years	3	
		Less 3 years	0	
Road Safety Project Manager	Pr. Eng/Pr.Tech Eng ECSA or equivalent and SARF Course / IRAP	3 years	3	
		less 3 year	0	20 points
Structures Project Manager	COTO Accredited Senior Bridge Inspector	2 - 5 years	3	
		1 year	0	
Road Safety Assessor	SARF Course / IRAP	3 audits	3	
	and audits	less 3 audits	0	
Bridge Inspectors	COTO Accredited Bridge Inspector	+5 years	3	
		less 5 years	0	
Major Culvert Inspector	COTO Accredited Major Culvert In- spector	+5 years	3	
		less 5 years	0	
	Min 3 000 km Paved	+70 000 km	3	
Paved Roads Visual Assessor	Road Assessment Ex- perience	3 000 - 7 000 km	0	
Unpaved Roads Visual Assessors	Min 2 000 km Unpaved Road As- sessment Expe- rience	+7 000 km	3	
		2 000 - 7 000 km	0	
Total for Experience				30

METHODOLOGY	
<p>Explain fully in a detailed Proposal/Capability statement of the company with regards to RRAMS in general and the specifications of this bid in particular to include the following:</p> <ul style="list-style-type: none"> - Works Programme, based on the Scope of Work, per year for the 3 (three) year period - Quality Management Plan for the services to be rendered and - Attach proof of ISO 9001 Registration 	<p>10</p> <p>10</p> <p>10</p>
Total for Methodology	30

Note: A bidder/s that scores less than 71 points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

Notes:

- Bidders scored less than 71% on functionality will not be considered further for price.

Second stage evaluation - Price MBD 6.1

Specific Goals	Points	Points Claimed (Bidders must claim points)	Evidence required
1. HDI			
1.1 51% owned by Black	4		Attach copy of Identity documents of Directors, Central Supplier Database (CSD) form and Company Registration Documents.
1.2 51% owned by Women	2		
1.3 51% owned by Youth	2		
1.4 51% owned by Disabled	2		
2. Locality			
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10		Attach a proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement or proof of address and affidavit from village residents only).
Within the boundaries of the Eastern Cape but outside of the Joe Gqabi District Municipality (JGDM)	5		
Outside of the boundaries of the Eastern Cape	0		

PRICING AND SPECIFIC GOALS

Price : 80
Specific Goals : 20

Specific Goals

Maximum points of 20 points will be awarded to Tenderer for the specific goals for the Tenderer; points scored on specific goals will be added to the points scored for price. Bidders are required to submit evidence as requested below to be able to be awarded points. Failure to submit evidence as required will result on bidders not being awarded points.

NB: Failure to submit evidence as required will result on bidders not being awarded points.
The bid will be awarded to the responsive bidder that has scored the highest final total points, notwithstanding the Joe Gqabi District Municipality's right not to accept any bid.

GENERAL CONDITIONS

General conditions of the contract will apply in this bid.

COMPULSORY BRIEFING SESSION

No compulsory briefing session will be held.

DURATION

From official appointment to period ending 30 June 2027

VALIDITY OF THE BID

90 (ninety) days validity period

RECEIPT, CLOSING DATE AND OPENING OF THE BID PROPOSALS

Completed tender documents must be placed in a sealed envelope clearly marked:

The Implementation, Updating and Management of a Rural Roads Asset Management System (RAMS) for the Joe Gqabi District Municipality for a period of ending 30 June 2027: JGDM2023/24-028''''. These must be deposited in the Tender Box of Joe Gqabi District Municipality, situated outside the front entrance of the Main Offices Building, at Corner of Cole and Graham Streets, Barkly East not later than 12:00 (Noon) on the 20th of August 2024

SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The Joe Gqabi District Municipality [JGDM] has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the JGDM. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexures. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "E"**.

- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.

Clauses (f) and (h) will only be applicable after the awarding of the contract to the successful bidder.

GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated. The word "Municipality" in these conditions shall mean the Joe Gqabi District Municipality.

2. EXTENT OF BID

This contract is for **"THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028"**.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. **The lowest or any Bid will not necessarily be accepted.**

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of ninety (90) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder (s):

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately (this applies only to VAT vendors).

10. PRICE ESCALATION

None applicable except the respective pricing provided by the bidder on the pricing schedule for Year 1, Year 2 and Year 3 (ending 30 June 2027).

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE CONTRACT

Period ending 30 June 2027 from official appointment

13. **DELIVERY PERIODS**

In line with the contract to be signed and agreed dates (periodical intervals), unless arranged otherwise.

14. **CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents must be placed in a sealed envelope clearly marked **“THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028”**. These must be deposited in the Tender Box of Joe Gqabi District Municipality, situated outside the front entrance of Main Offices Building, at Corner of Cole and Graham Streets, Barkly East not later than **12h00 (noon)** on **Tuesday 20, August 2024**.

N.B. Bids which are not deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed bids will not be considered.

15. **BID ENQUIRIES**

Technical related enquiries should be directed to Mr. Lappies Labuschagnie by e-mail to lappiesi@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday) – Tel: 045 330 0404 / Evaluation criteria related enquiries should be directed to Mr. TS Sindaphi (Technical Coordinator Demand) at Joe Gqabi District Municipality by email to: thandos@jgdm.gov.za during normal office hours. (Between 08H00 to 16H00, Monday to Friday – Tel: 045 979 3121

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1** “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2** “**Contract**” means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3** “**Contract price**” means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4** “**Corrupt practice**” means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5** “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6** “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7** “**Day**” means calendar day.
- 1.8** “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- 1.9** “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- 1.10** “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11** “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12** “**Force majeure**” means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13** “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14** “**GCC**” means the General Conditions of Contract.
- 1.15** “**Goods**” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16** “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17** “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18** “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19** “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20** “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.21** “**Purchaser**” means the organization purchasing the goods.
- 1.22** “**Republic**” means the Republic of South Africa.
- 1.23** “**SCC**” means the Special Conditions of Contract.
- 1.24** “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25** “**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

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

4. The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

1. When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the municipality or municipal entity.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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

9. Packaging

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

1. The provider may be required to provide any or all of the following services, including additional services, if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
2. Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts

- .1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the

- purchaser to procure needed requirements; and
- (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for thirty six (36) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1** The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2** The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3** Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of a valid tax invoice or claim by the provider.
- 16.4** Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1** Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2** If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the

purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

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

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

23. Penalties

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

24. Termination for Default

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

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

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

25. Anti-Dumping and Counter-Vailing Duties and Rights

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

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination for Insolvency

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

purchaser.

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

30. Governing Language

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

31. Applicable Law

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

32. Notices

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

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

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

35. Amendment of Contracts

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

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE GQABI DISTRICT MUNICIPALITY

BID NUMBER:	JGDM 2023/24-028	CLOSING DATE:	20/08/2024	CLOSING TIME:	12:00 (NOON)
DESCRIPTION	THE IMPLEMENTATION, UPDATING AND MANAGEMENT OF A RURAL ROADS ASSET MANAGEMENT SYSTEM (RAMS) FOR THE JOE GQABI DISTRICT MUNICIPALITY FOR A PERIOD OF ENDING 30 JUNE 2027: JGDM2023/24-028				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

JOE GQABI DISTRICT MUNICIPALITY

CORNER OF COLE AND GRAHAM STREET

BARKLY EAST

9786

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				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	FINANCE (SCM)	CONTACT PERSON	Lappies Labuschagnie
CONTACT PERSON	THANDO SINDAPHI	TELEPHONE NUMBER	045 330 0404
TELEPHONE NUMBER	045 979 3121	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	lappies@jgdm.gov.za
E-MAIL ADDRESS	thandos@jgdm.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

(MBD1)

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER 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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 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 ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.
.....

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

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months.
 - 2.2 If yes, provide particulars.

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**
 - 3.1 If yes, furnish particulars

2. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**
 - 4.1 If yes, furnish particulars

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

- the 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**

(delete whichever is not applicable for this tender).

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI				
51% owned by Black		4		
51% owned by Women		2		
51% owned by Youth		2		
51% owned by Disable		2		
LOCALITY				
Within the boundaries of the Joe Gqabi District Municipality (JGDM)		10		
Within the boundaries of the Eastern Cape but outside JGDM boundaries		5		
Outside of the boundaries of the Eastern Cape		0		
TOTAL POINTS		20		

- Failure to provide proof no points will be allocated.

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:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the Does Is the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION
FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE A

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE B

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN FOR Joe Gqabi District Municipality			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE C

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE D

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with JGDM must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name:
- b) Postal address:
.....
.....
.....
- c) Physical address:
.....
.....
- d) Telephone:.....
- e) Fax:

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2 (a) Name of Firm:

Postal Address:

Physical Address:

Telephone:

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm:

Postal Address:

Physical Address:

Telephone:.....

Fax:

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

1. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

A) AFFIRMABLE JOINT VENTURE PARTNER OWNERSHIP PERCENTAGE(S)%

b) Non-Affirmable Joint Venture Partner ownership percentage(s)%

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....
.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

.....
.....

-
- (f) Negotiating and signing labour agreements
-
-
-

8. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
-
- (b) Major purchasing
-
- (c) Estimating
-
- (d) Technical management
-

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the "managing partner", if any,
-
-
-
-
- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?
-
-
-
-
- (ii) Number currently employed by the Joint Venture
-
- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

The undersigned warrants that he/she is duly authorized to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Signature:

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

Signature:

Duly authorized to sign on behalf of:

Name:

Address:

Telephone:

Date:

(Continue as necessary)

ANNEXURE E

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	%OWN ED	O T I N G %

ANNEXURE F

BID CHECK LIST

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

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

Please mark with X (Yes/No)	YES	NO
1. All pages of the bid document have been read by the bidder		
2. Declarations pages completed and signed		
2. All pages requiring information have been completed in black ink.		
3. The Schedule of Quantities has been checked for arithmetic correctness.		
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page (if applicable)		
5. The total from the summary page has been carried forward to the Bid Form (MBD 1)		
6. Surety details have been included in the bid (If Applicable)		
7. All sections requiring information have been completed.		
8.SARS pin and Tax Reference number declared by bidder (page1 of the bid document)		
9. National Treasury's Central Supplier Database (CSD) number declared by bidder (page1 of the bid document).		
10. Bidder attached any of the following:		
a)Municipal Account (for local and district municipality)or		
b)Municipal Clearance Certificate or		
c)Lease agreement or (if the tenant is responsible for rates and services account must be attached)		
d)Proof of address and affidavit from village residents only		
Failure to submit any of the above mentioned will results in the bid being deemed non-responsive.		
11.The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM		

DECLARATION BY BIDDERS

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicillium citandi et executandi in the Republic at:

Bidder's Permanent / Physical for Legal Notices:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE	NAME (PRINT)	
CAPACITY	DATE	
NAME OF FIRM		
WITNESS 1	WITNESS 2	

JOE GQABI DISTRICT MUNICIPALITY

REFERENCE FORM OF BIDDER

ASSESSMENT OF BIDDERS PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached to the tender submission.)

Name of Bidder	
Contract /Tender Number (If Applicable)	
Name of Project	
Value of Contract	R
Date of commencement	
Contract Duration	
Contract Completion Date	

YOUR ASSESSMENT OF THE SERVICE PROVIDER'S PERFORMANCE IN THE FOLLOWING AREA	1	2	3	4	5
Please tick one of the blocks on the right hand side, 1=Poor, 5=Excellent					
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1=Poor; 2=Unsatisfactory; 3= Average; 4=Good; 5=Excellent					

COMMENTS

Name of person Completing this assessment form	
Designation (Only Director or relevant representative may sign this form)	
Representing Firm	
Telephone number	
Email Address	
Date of Assessment	

OFFICIAL COMPANY <u>STAMP</u> AND <u>SIGNATURE</u> OF OFFICIAL RESPONSIBLE FOR COMPLETING AS- SESSMENT FORM	CLIENT'S COMPANY STAMP
---	------------------------

NB. Please note that the stamp and signature must be for the client not the bidder. Failure to comply the reference will be rendered non-responsive and score zero points. Bidder must additionally note that this form must be populated for each appointment letter or official order or contract attached as evidence for experience. Failure to ensure that each Appointment Letter / Order / Contract attached as evidence for experience is not accompanied by this form as duly populated and signed by previous / current clients shall not score any points except zero.