

**NORTH WEST PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS AND
ROADS**



public works & roads

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

**TENDER NUMBER PWR 32/25 (A-B) for the
PROCUREMENT OF PROFESSIONAL SERVICES
FOR EXECUTION OF MANUAL TRAFFIC
COUNTING ON THE NORTH WEST PROVINCIAL
ROADS IN BOJANALA (A) AND DR KENNETH
KAUNDA (B) DISTRICTS, ON BASIS OF AS-AND-
WHEN REQUIRED FOR A PERIOD OF FOUR
YEARS (48 MONTHS)**

NAME OF ISSUING AUTHORITY

**North West Provincial Government Department of Public Works and
Roads**

ADDRESS OF ISSUING AUTHORITY

**Private Bag X 2080
Mmabatho
2735**



public works & roads

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

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

SUPPLY CHAIN MANAGEMENT

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

INVITATION TO BID

BID NO PWR 32/25 (A-B): Procurement of Professional Services for execution of Manual Traffic Counting on the North West Provincial Roads in the Bojanala (A) and Dr Kenneth Kaunda (B) Districts, on basis as-and-when required for a period four years (48 months).

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

Bid No : PWR 32/25 (A-B)

Bid Description : Procurement of Professional Services for execution of Manual Traffic Counting on the North West Provincial Roads in the Bojanala (A) and Dr Kenneth Kaunda (B) Districts, on basis as-and-when required for a period four years (48 months).

Closing Date : 12th December 2025

Closing Time : 11h00

No telegraphic or facsimile bids will be considered.

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
6. For more information, please contact the following:

Department : Public Works and Roads

Contact Person : Ms M. Moiloa 018 388 4218

Mr K. Sitase 018 388 1398



There will be a Compulsory Briefing meeting on the 28th November 2025 at DPWR Offices, Old Parliament Building, Near Gatehouse In Mahikeng at 10H00

BID REQUIREMENTS

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

7. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation:

- Duly Signed Bid Documents (Entire Document) And All Attached SBD Forms
- Certificate of Authority of an Entity
- Signed Form Of Offer And Acceptance
- Record of addenda to tender documents where applicable
- Original Certified Copies of Identity documents of Owners / Directors/ Members/Shareholders
- Company Registration Certificate from the Registrar of Companies
- Original Valid Tax Clearance Certificates
- Shareholders Agreements /Share Certificate/ Memorandum of Association for Companies
- Joint Venture Agreement signed by both parties where applicable
- Comprehensive CSD Report of the Company
- Valid letter of Good Standing from the Department of Labour

8. EVALUATION CRITERIA AND PROCESSES TO BE USED

The evaluation process will entail the following phases:

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



Mrs O P MOKOLOBATE
ACTING DIRECTOR SUPPLY CHAIN MANAGEMENT

20/11/2025
DATE



Name of Tenderer.....

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THE TENDER

T1: TENDERING PROCEDURES

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.2: TENDER DATA

T1.3: STANDARD CONDITIONS OF TENDER

T1.1: TENDER NOTICE AND INVITATION TO TENDER

TENDER ADVERT

BID NO	BID DESCRIPTION	COMPULSORY BRIEFING SESSION	EVALUATION CRITERIA	CONTACT PERSON
PWR 32/25 (A-B)	Procurement of Professional Services for Execution of MANUAL Traffic Counting on the North West Provincial Roads in the Bojanala and Dr Kenneth Kaunda Districts on basis of as and when required for a period of 4 years (48 Months)	Briefing Type: Physical Date: 28 November 2025 Venue: NW Dept. of Public works and Roads Old Parliament Building, Near Gate House Time: 10h00	80 –Points for price 20 – Preferential points	MS. M. K. Moiloa Tel: 018 388 4218 M: 0829225564 mkmoiloa@nwpq.gov.za Mr KA Sitase Tel: 018-3881398 M: 0829552585 sitase@nwpq.gov.za

Bid documents will be available from 19 November 2025 at www.etenders.gov.za or at the North West Provincial Government Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Building, Gate House, Mmabatho at a non-refundable fee of R500.00 for each bid or be deposited at the following banking details:

Account Name: NW – Department of Public Works and Roads
Bank Name: ABSA
Account no: 4085956856
Branch Code: 634540
Ref.No. Company name and Bid Number PWR 32/25 (A-B)

Tenders will be adjudicated based on Functionality as specified and detailed in the Bid Document
Minimum Qualifying threshold is **60 points for Functionality**.

Tender Validity Period is 90 days for each bid.

Closing date: 12 December 2025@11H00

Bid Documents to be deposited in the tender box at the Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Building Gate House Mmabatho

Failure to submit the following required documents will render the tender disqualified:

- The Overall Project Manager must be registered with ECSA (or a similar international body recognised under the Washington or Sydney Accords) as a Professional Civil Engineer or a Professional Civil Engineering Technologist (Pr Eng/Pr Tech Eng) or equivalent. The prospective tenderers must submit proof of registration with ECSA or equivalent international body and certified copies of the professional registration certificate(s) or the applicable registration number(s) must be attached to the appropriate page(s) in the tender document. The Overall Project Manager must have relevant experience (obtained in the past 10 years) in managing Traffic Counting project implementation.
- The tendering Firm MUST have at least 3 years (in the past 10 years) experience in undertaking Traffic Counting projects of comparable scale and complexity
- Completed and signed Returnable Tender Documents which includes the compulsory SBD documents, eg. SBD 1, SBD 4, SBD 6.1, SBD 8, SBD 9, which form part of the tender document, must be submitted.

FORM SBD1 – INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS)					
BID NUMBER:	PWR 32/25 (A-B)	CLOSING DATE:	12 DECEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS IN BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
PROVINCIAL DEPARTMENT OF PUBLIC WORKS AND ROADS					
OLD PARLIAMENT BUILDING, GATE HOUSE					
MODIRI MOLEMA ROAD					
MMABATHO					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
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 BELOW]	
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
		Schedule A: Bojanala District			
		Schedule B: Dr. Kenneth Kaunda District			
		TOTAL (A+B)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	Dept Public Works and Roads		CONTACT PERSON	Ms MK Moiloa	
CONTACT PERSON	Dr. J Scholtz		TELEPHONE NUMBER	(018)388 4218	
TELEPHONE NUMBER	(018)388 4476		FACSIMILE NUMBER		

FACSIMILE NUMBER		E-MAIL ADDRESS	mkmoiloa@nwpg.gov.za
E-MAIL ADDRESS	JScholtz@nwpg.gov.za		

(SBD1 -Continue)

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement, Board Notice 136 in Government Gazette No 38960 of 10 July 2015.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Description / Comment / Data
F.1.1	<p>The Employer is the North West Provincial Government Department of Public Works and Roads The Employers domicilium citandi et executandi (permanent physical business address) is:</p> <p>North West Provincial Government Department of Public Works and Roads Ngaka Modiri Molema Road Old Parliament Building, Gate House Mmabatho</p>
F.1.2	<p>The Project Documentation issued by the Employer comprises the following:</p> <p>Tender document: <u>Part T1 Tendering Procedures:</u> T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data T1.3 Standard Conditions of Tender</p> <p><u>Part T2 Returnable Documents</u> T2.1 List of Returnable Documents T2.2 Returnable Schedules and Certificates T2.3 Returnable Schedules Required for Evaluation of Tender Offers</p> <p><u>Part C1 Agreements and Contract Data</u> C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Conditions of Contract</p> <p><u>Part C2 Pricing Data</u> C2.1 Pricing Instructions C2.2 Pricing Schedule</p> <p><u>Part C3 Scope of Works</u> C3.1 Project Description C3.2 Project Specifications</p>
F1.4.1	<p>The Employer's agent is: Nessa Solutions (Pty) Ltd</p> <p>Block D, Central Park 400 16th Road, Ranjiespark Midrand, 1685</p> <p>Tel 010 491 3437 E-mail: Gideont@nessasolutions.co.za</p>

F.2.1	<p>Only those tenderers who satisfy the minimum functionality criteria detailed below will be considered responsive:</p> <p>The Overall Project Manager must be registered with ECSA (or a similar international body recognised under the Washington or Sydney Accords) as a Professional Civil Engineer or a Professional Civil Engineering Technologist (Pr Eng/Pr Tech Eng) or equivalent. The prospective tenderers must submit proof of registration with ECSA or equivalent international body and certified copies of the professional registration certificate(s) or the applicable registration number(s) must be attached to the appropriate page(s) in the tender document. The Overall Project Manager must have at least 7 years relevant experience (obtained in the past 10 years) in managing Traffic Counting project implementation Tendering Firms must have at least 3 years' experience (gained in the past 10 years) of undertaking Traffic Counting projects of comparable scale and complexity.</p> <p>Only tenderers scoring a minimum score of 60 points in respect of the Score Sheet for Quality Rating (included under Evaluation Methodology) are eligible for this appointment.</p>
F.2.7	The compulsory clarification meeting will take place at the time and place given in the tender advertisement – refer T1.1. Failure to sign both the attendance register and the clarification meeting certificate of attendance will render the tender non-responsive
F.2.9	The employer does not provide insurance of any kind
F.2.10.3	Pricing schedules are provided for each year of the contract and, therefore, rates and prices are fixed as tendered for the duration of the contract
F.2.12	Alternative tenders are not permitted
F.2.13.1	Only one (1) tender per tenderer or involvement in one (1) joint venture is permitted. Should an entity appear in more than one joint venture, each tender in which the entity appears will be deemed non-responsive
F.2.13.3	All the documentation submitted in response to this tender must be in English. The tenderer should check the number of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NWDPWR regarding anything arising from the fact that pages are missing or duplicated.
F.2.13.3	<p>The employers address and the tender identification details to be included are:</p> <p><u>Address:</u> North West Provincial Government Department of Public Works and Roads Ngaka Modiri Molema Road Old Parliament Building Gate House Mmabatho</p> <p><u>Identification Details</u> PWR 32/25(A-B) - Procurement of Professional Services For Execution Of MANUAL Traffic Counting On The North West Provincial Roads in Bojanala and Dr Kenneth Kaunda Districts, On Basis Of As-And-When Required For A Period Of Four Years (48 Months)</p>
F.2.13 and F.3.5	A two envelope process will not be followed.
F.2.16.1	Tenders shall remain valid for a period of 90 days from the date and time of the tender opening as given in F.3.4 of the Tender Data.
F.2.23	The tenderer shall submit ALL forms, schedules, certificates and other information required in Part T2.1 and other sections of the tender document
F.3.4	<p>The time, date and location for the submission of tender documents is:</p> <p>Time: 11:00 Date: 12 December 2025 Location: Ngaka Modiri Molema Road, Old Parliament Complex Building Gate House, Mmabatho</p> <p>Tenders shall be opened and prices recorded immediately after the closing time given above</p>
F.3.11	<p>Evaluation Methodology</p> <p>Tenders will be evaluated as follows:</p> <p>a) Tenders will be checked for compliance with the pre-requisite conditions contained in T1.1 and other parts of this document. Any material non-compliance found will render the tender</p>

non-responsive

- b) Tenders are checked for functional compliance in terms of relevant Overall Project Manager, company experience and technical proposal **as follows**

No	Item	Criteria	Experience	Method of Evaluation		
CAPACITY Experience of professionals employed by civil engineering company				A	B	C
				Tenderer rating (Score 1-5)	Weighting	Tenders Score (%) '=(Ax B)/5
1	Overall Project Director/Manager	Must be Registered with ECSA as PrEng or Pr. Tech and Built Environment Qualification (NQF 7 or Higher).	Total Years of Post Registration Project Lead Experience in road traffic assessment less than 3 years obtained in the last 10 years	1	60	
			Total Years of Post Registration Project Lead Experience in road traffic assessment from 3 to less than 6 years obtained in the last 10 years	2		
			Total Years of Post Registration Project Lead Experience in road traffic assessment from 6 to less than 8 years obtained in the last 10 years	3		
			Total Years of Post Registration Project Lead Experience in road traffic assessment from 8 to less than 10 years obtained in the last 10 years	4		
			Total Years of Post Registration Project Lead Experience road traffic assessment more than 10 years obtained in the last 10 years	5		
			(CV, qualification and affidavit from individuals to be attached as proof)			
COMPANY EXPERIENCE of professionals employed by Consulting Firm				A	B	C
				Tenderer rating (Score1-5)	Weighting	Tenders Score (%) '=(Ax B)/5
2	PROJECT EXPERIENCE REFERENCES	A Maximum of 40 points will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	1 Road manual traffic surveillance Project completed: Appointment Letter and Client Reference Letter to be attached	1	40	
			2 Road manual traffic surveillance Project completed: Appointment Letter and Client Reference Letter to be attached	2		
			3 Road manual traffic surveillance Project completed: Appointment Letter and Client Reference Letter to be attached	3		
			4 Road manual traffic surveillance Project completed: Appointment Letter and Client Reference Letter to be attached	4		
			5 Road manual traffic surveillance Project completed: Appointment Letter and Client Reference Letter to be attached	5		

From the table above, a maximum 60 points is available for the Overall Project Manager and 40 points for the tendering firms experience.

The threshold for Functionality is 60%. Bidders that fail functionality will not be evaluated further

- c) Tenders will be evaluated for price based on Option 1, Formula 2 (Table F1 of the Standard Condition of Tender) as follows:

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

- d) Tenders will be evaluated for preference points as follows:

Ownership as specific goal

A maximum of 20 points (80/20) preference points system, may be allocated. Bidder may score preference points based on company ownership. If an organ of state applies ownership as specific goal, the department may advertise the tender with a specific tendering preferential procurement requirement that in order for a tenderer to claim 20 points for specific goals, a tendering company must have the following ownership:

- race, (HDI)

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the Department)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	(Ownership) Enterprises owned by black people (HDI) (at least 51% black owned)	12	
	(Locality) Enterprises must have an active office within the North West province	8	
	MAX POINTS	20	

1. Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner's documentation will be taken into consideration.
2. Locality – As a proof attach the following
 - a) A lease agreement with a property owner located in that municipality / township or
 - b) Municipality rates invoice in the name of the company issued within three months or

	<p>c) Letter of occupancy from traditional authority on official letter head stamped or any other verifiable proof</p> <p>NB. Non-compliance on any of the above – mentioned items will result in bidders forfeiting preference points.</p> <p>e) Final Points Calculation: $P = P_s + B_e$</p>
F3.11.7	Formula 2, Option 1 as in Table F.1 shall apply
F3.12	The employer does not provide insurance of any kind
F.3.18	One copy of the final signed document shall be produced

T1.3 STANDARD CONDITIONS OF TENDER

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

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

F.1.2.1 The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

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

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

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

a) conflict of interest means any situation in which:

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

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

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

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

e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

F.1.4.1 Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested

(b) funds are no longer available to cover the total envisaged expenditure

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General. Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers

have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1 Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

F2.3.1 Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

F2.4.1 Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

F2.5.1 Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

F2.6.1 Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

F.2.7.1 Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

F.2.8.1 Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

F.2.9.1 Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

F.2.11.1 Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.

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

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

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

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

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

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

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

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

F.2.14.1 Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

F.2.19.1 Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

F.2.20.1 If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

F.2.21.1 Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

F.2.22.1 If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

F.2.23.1 Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture;

or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

F.3.2.1 If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

F.3.3.1 Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

F.3.6.1 Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

F.3.10 Clarification of a tender offer

F.3.10.1 Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General. Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution

3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference
In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation

3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million¹

4 (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 million¹ (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

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.

Ownership as specific goal

A maximum of 20 points (80/20) preference points system, may be allocated. Bidder may score preference points based on company ownership. If an organ of state applies ownership as specific goal, the department may advertise the tender with a specific tendering preferential procurement requirement that in order for a tenderer to claim 20 points for specific goals, a tendering company must have the following ownership:

- race, (HDI)

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the Department)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	(Ownership) Enterprises owned by black people (HDI) (at least 51% black owned)	12	
	(Locality) Enterprises must have an active office within the North West province	8	
	MAX POINTS	20	

3. Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner's documentation will be taken into consideration.

4. Locality – As a proof attach the following

- d) A lease agreement with a property owner located in that municipality / township or
- e) Municipality rates invoice in the name of the company issued within three months or
- f) Letter of occupancy from traditional authority on official letter head stamped or any other verifiable proof

NB. Non-compliance on any of the above – mentioned items will result in bidders forfeiting preference points.

The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R50 million³

5 (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 million (all applicable taxes included):

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

5 (b) Subject to subparagraph 5 (c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

5 (c) A maximum of 20 points may be allocated in accordance with subparagraph 5 (b).

5 (d) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

FORMULA	COMPARISON AIMED AT ACHIEVING	OPTION 1 ^a	OPTION 2 ^a
1	Highest price or discount	$A = 1 + (P - P_m)/P_m$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = 1 - (P - P_m)/P_m$	$A = P_m/P$

^a P_m is the offer of the most favourable comparative offer; P is the comparative offer under consideration

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o/M_s$$

Where:

S_o is the score for quality allocated to the submission under consideration

M_s is the maximum possible score for quality in respect of a submission

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

F.3.12.1 If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract

c) has the legal capacity to enter into the contract

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing

e) complies with the legal requirements, if any, stated in the tender data

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

a) addenda issued during the tender period

b) inclusion of some of the returnable documents

c) other revisions agreed between the employer and the successful tenderer

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

F.3.15.1 Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F.3.17 Provide copies of the contracts

F.3.17.1 Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

F.3.18.1 Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process

- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T2: RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2: RETURNABLE SCHEDULES AND CERTIFICATES

T2.3 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS

T2.1: LIST OF RETURNABLE DOCUMENTS

The table below has been included to assist tenderers in complying with the tender requirements. This notwithstanding the **tenderer is responsible** to ascertain that ALL requisite documentation is submitted irrespective of the contents of the table below

DOCUMENT REFERENCE	DESCRIPTION	ACTION	TICK IF COMPLETED
T2.2.1	RETURNABLE SCHEDULES AND CERTIFICATES		
T2.2.1A		Complete	
T2.2.1B	Certificate of Authority for Signature	Complete	
T2.2.1C	SBD 4: Declaration of Interest	Complete	
T2.2.1D	SBD 2 :Tax Clearance Compliance	Complete	
T2.2.1E	Proof of Registration on the National Treasury Centralised Supplier Database (CSD)	Attach	
T2.2.1F	Record of Addenda to Tender Documents	Complete	
T2.2.1G	Certificate of Tax Compliance (SBD2)	Complete/Attach	
T2.2.1H	Insurance Details	Complete/Attach	
T2.2.1H	Bank Details	Complete/Attach	
T2.2.1I	Certificate of Good Standing from Compensation Commissioner	Attach	
T2.2.1J	SBD 6.1: Preference Points Claim (SBD 6.1)	Attach	
T2.3.1	INFORMATION REQUIRED FOR EVALUATION PURPOSES¹		
T2.3.1A	Organisation and Staffing	Attach	
T2.3.1B	Qualifications and Relevant Experience of the Overall Project Director / Manager	Complete/Attach	
T2.3.1C	Summary of Tendering Firms Experience	Complete/Attach	
T2.3.1D	Proposed Technical Methodology And Approach	Attach	

T2.2: RETURNABLE SCHEDULES AND CERTIFICATES

FORM T2.2.1A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

- Notes to tenderer:
1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
 2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture.
 3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed **shall not be accepted as authorisation** of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract PWR 32/25 (A-B)

and any contract which may arise therefrom on behalf of the tenderer namely:

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

.....

SIGNATURE

NAME (PRINT)

.....

SIGNATURE

NAME (PRINT)

FORM T2.2.1B: BIDDER'S DISCLOSURE (INCORPORATING SBD4)

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

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

Position

Name of bidder

FORM T2.2.1C: TAX CLEARANCE COMPLIANCE (INCORPORATING SBD 2)

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

SBD 2

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

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

SIGNED ON BEHALF OF THE TENDERER:

**FORM T2.2.1D: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER
DATABASE**

CONTRACT No. PWR 32/25 (A-B)

**FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC
COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA
DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause 4.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

Supplier Commodity:

Delivery Location:

SIGNED BY TENDERER: DATE.....

FORM T2.2.1E: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**CONTRACT No. PWR 32/25 (A-B)****FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER: DATE.....

FORM T2.2.1F: CERTIFICATE OF INSURANCE COVER

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

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

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

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

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

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

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity - for each and every case
Company:
Value:
 - General Public Liability
Company:
Value:
 - 3rd party liability
Company:
Value:
 - SASRIA
Company:
Value:

SIGNED BY TENDERER: DATE.....

FORM T2.2.1G: TENDERER'S BANK DETAILS

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition 5.8.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
4. The information as supplied will be used to calculate the tenderer's functionality score as per clause 5.11.9 of the tender data.

5. REQUIREMENTS FOR CAPITAL

The tenderer shall provide the following:

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

SIGNED ON BEHALF OF THE TENDERER:

**FORM T2.2.1H: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT No.130 OF
1993)**

CONTRACT No. PWR 32/25 (A-B)

**FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC
COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA
DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48
MONTHS)**

Notes to tenderer:

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

SIGNED BY TENDERER: DATE.....

**FORM T2.2.1 I: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011 (INCORPORATING SBD6.1)**

CONTRACT No. PWR 32/25 (A-B)

**FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC
COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH
KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR
YEARS (48 MONTHS)**

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

SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where,

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the DPWR)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Enterprises owned by black people – (minimum ownership 51%)	12	
Located within the NW Province	8	
MAX POINTS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

T2.3 RETURNABLE SCHEDULES REQUIRED FOR EVALUATION OF TENDER OFFERS

FORM T2.3.1A: TENDERER'S ORGANISATION AND STAFFING

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. Tenderer's are therefore required to attach a project organogram to this page.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key persons within the structure must still be shown. In certain instances, the same person can fill more than one position as given in sections T1.1 and T1.2 (F.2.1)
3. Joint Venture tenders require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work will become a contractual obligation between the members of the joint venture.
4. Tenderers shall provide a project organization chart and staffing plan, showing the technical level and composition of the project staff. The organization chart must indicate the key personnel (Overall Project Manager) and support personnel (including system installers) that will be engaged on the project, showing which staff is certified.

SIGNED BY TENDERER:DATE.....

FORM T2.3.1B: KEY PERSONNEL EXPERIENCE: OVERALL PROJECT MANAGER

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to T1.1 and clause 2.1 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of registration and/or COTO accreditation where relevant plus qualifications and abridged CV's (max 3 pages) must be appended to this form.

NAME	POSITION IN TEAM	ECSA REG. No ¹	ECSA ¹ CATEGORY	SACPCMP REG No	SACPCMP CATEGORY	NO. OF YEARS RELEVANT EXPERIENCE
	OVERALL PROJECT MANAGER					

Note *1 Or equivalent international professional body

Overall Project Manager Experience

List the most recent 5 projects that the tenderer considers relevant to the specified position and scope of works

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

EVALUATION POINTS CLAIMED

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

Comments:

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

SIGNED BY TENDERER: DATE.....

FORM T2.3.1C: SUMMARY OF FIRMS EXPERIENCE IN UNDERTAKING COMPARABLE PROJECTS

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

The tender is to complete the experience schedule below. Only projects of similar scope, magnitude and complexity are to be included. Refer to T1.1 and clauses F.2.1 and F.3.11 of the Tender Data

It is the tenderer's responsibility to **ENSURE** that the contact details given below are correct and current. In addition to providing the details below, the tenderer is responsible for obtaining an official letter from each of the employers listed below confirming the successful completion of the respective projects or, if the project is ongoing, the successful completion thus far. The letter is to be submitted on an official letterhead including employers stamp and signed by the employer's project manager/project engineer or their superior. Failure to provide such correspondence, will result in the respective project(s) being rejected and will not count towards the allocation of evaluation points.

PROJECT DESCRIPTION	PROJECT BUDGET (RANDS)	START AND END DATE	EMPLOYER	EMPLOYER CONTACT PERSON
EVALUATION POINTS CLAIMED				

SIGNED BY TENDERER: DATE.....

FORM T2.3.1D: PROPOSED TECHNICAL METHODOLOGY AND APPROACH

CONTRACT No. PWR 32/25 (A-B)

FOR: PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

The tenderer must follow the format and headings below in the drafting of the proposed Technical Methodologies on the Manual Counting. These headings and sequence below Must be strictly adhered to, failure which the tenderer will not be allocated points for providing information not requested, and for not adhering to the sequence.

The methodology section typically includes the following components:

1. **Introduction:** This section provides a brief overview of the purpose and objectives of the manual traffic counting exercise.
2. **Traffic Data Collection Plan:** This section outlines the planned locations, dates, and times for the data collection. It also specifies the types of data to be collected, such as vehicle counts, occupancy rates, and specific vehicle characteristics.
3. **Equipment and Personnel:** This section describes the equipment to be used, such as manual traffic counters, and mobile devices. It also includes details about the personnel involved in the data collection process, such as trained field observers or enumerators.
4. **Data Collection Procedures:** This section details the specific techniques and procedures to be followed during the data collection phase. This includes instructions for the positioning and deployment of traffic counters, note-taking procedures, and data collection methods.
5. **Data Processing and Analysis:** This section outlines the process for cleaning and analyzing the collected data. It may include guidance on data entry, error checking, statistical analysis, and interpretation of the results.
6. **Reporting and Presentation:** This section discusses the format and content of the final report or presentation. It outlines the expected level of detail, file formats, and any specific criteria for presenting the traffic data.
7. **Quality Control:** This section emphasizes the importance of quality control measures during data collection. It includes procedures for monitoring data quality, validating observations, and addressing any issues or errors that may arise.

SIGNED BY TENDERER: DATE.....

PART C THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: STANDARD CONDITIONS OF CONTRACT

C1.1: FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

TENDER NUMBER PWR 32/25 (A-B): PROCUREMENT OF PROFESSIONAL SERVICES FOR EXECUTION OF MANUAL TRAFFIC COUNTING ON THE NORTH WEST PROVINCIAL ROADS BOJANALA AND DR KENNETH KAUNDA DISTRICTS, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF FOUR YEARS (48 MONTHS)

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

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

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

Schedule A: BOJANALA DISTRICT

Amount in

Words.....
.....
.....

R..... (in figures)

Schedule B: DR. KENNETH KAUNDA DISTRICT

Amount in

Words.....
.....
.....

R..... (in figures)

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

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

Name: (of signatory in capitals):

Capacity: (of signatory):

Name of Tenderer: (organisation):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: *(in capitals)*:

Date:

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

B. ACCEPTANCE

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

The terms of the Contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data, including the Schedule of Quantities

Part C3: Scope of Work

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Applicable district(s):

.....

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:

.....

Witness: Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. **Subject:**
Details:
2. **Subject:**
Details:
3. **Subject:**
Details:
4. **Subject:**
Details:
5. **Subject:**
Details:
6. **Subject:**
Details:

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

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

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

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

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

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

The Form of Contract to be used is the standard CIDB Standard Professional Services Contract - Third Edition July 2009 which is reproduced herein for ease of the reference as C1.3. The particular Conditions of Contract applicable to this Project are given below with each item being cross referenced to the relevant clause number in the Conditions of Contract to which it mainly applies.

Section 1: Data provided by the Employer

Clause	Item
1	The Employer is North West Provincial Government Department of Public Works and Roads
1	The Project is: Procurement of Professional Services For Execution Of MANUAL Traffic Counting On The North West Provincial Roads, On Basis Of As-And-When Required For A Period Of Four Years (48 MONTHS) and the Period for Performance is Four Years (48 Months)
1	The start date is the date of signing of the contract by both parties
2	Any reference to "Service Provider" shall be taken to be the same as a reference to "Contractor" and vice versa
4.3.2 and 3.4	The authorized and designated representative of the Employer is: Ms M.K. Moiloa The Employer's address for receipt of communication is: Telephone:(018) 388 4218 E-Mail: mkmoiloa@nwpg.gov.za Address: Ngaka Modiri Molema, Old Parliament Building, Gate House, Mmabatho
3.5	The location of performance of the Project is the road network under the jurisdiction of North West Provincial Government, Department of Public Works and Roads
3.6	The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
3.12	The penalty payable for delay is R5,000 (excl VAT) per calendar day The maximum penalty amount for delay is R100,000 (excl VAT) The penalty payable for non-conformance to SARTSM for the accommodation of traffic is R5,000 (excl VAT) per calendar day up to a maximum penalty of R100,000 (excl VAT)
3.15.1	The programme including ALL the activities is to be submitted on an annual basis. The first programme is due within 14 days of the Contract becoming effective with subsequent programmes being submitted within 7 days of the annual calibration sessions
3.15.2	The Service Provider shall update the programme at intervals not exceeding 4 weeks or as instructed by the employer
3.16	As a separate pricing schedule for each year of the Project has been included in the Pricing Data, the rates and prices submitted (including any time based fees) are deemed to be fixed for the Period of Performance and will not be adjusted for CPI inflation.
5.1.1	Failure to comply with this obligation will result in clause 8.4.1 (c) being applied
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule of not less than two (2) times the Tender Amount (incl VAT).
7.2	The Service Provider is required to provide personnel proposed in Forms T2.3.1B in FULL accordance with the provisions of clause 7.2 and complete the abridged Personnel Schedule – item 7.2.1 in Section 2 of this Contract Data.
7.2.4 (a)	Replace "15 Days" with "14 Days"

Clause	Item
8.1	The Service Provider is to commence the performance of the Service within 14 days of the date that the Contract becomes effective
8.2	Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
8.4.1(c)	Replace "thirty (30) days" with "fourteen (14) days"
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 12 months.
9.1	Copyright of documents prepared for the Project shall be vested with the Service Provider.
12.1.2	Interim settlement of disputes is to be by mediation
12.2.4	Final settlement is by arbitration
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less than two (2) times the Tender Amount (incl VAT).
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14	Remuneration shall be based on proven progress and/or submission of deliverables
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

Section 2: Data provided by the Service Provider

Clause	Item						
1	The Service Provider is:						
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>The Service Provider's address for receipt of communication is:</p> <p>Telephone:..... Facsimile:.....</p> <p>E-mail:.....</p> <p>Address:.....</p> <p>.....</p>						
7.1.2	<p>The Key Persons (as per submitted in T2.1.2 B to I inclusive) and their jobs/functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Key Position</th><th>Name</th></tr> </thead> <tbody> <tr> <td>Overall Project Manager</td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table> <p>Should additional persons be required/proposed, a separate personnel schedule is to be attached</p>	Key Position	Name	Overall Project Manager			
Key Position	Name						
Overall Project Manager							

C1.3: STANDARD CONDITIONS OF CONTRACT

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

1. DEFINITIONS

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

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

- **Service Provider** : The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.
- **Services** : The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.
- **Start date** : The date on which the Services are to commence. as stated in the Contract Data
- **Subcontractor** : A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

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

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

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

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

3. GENERAL

3.1 Governing law

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

3.2 Change in legislation

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

3.3 Language

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

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

3.4 Notices

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

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

3.5 Location

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

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media

statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

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

3.8 Variations

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

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

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

3.9 Changes to the Contract Price or Period of Performance

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

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension;
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

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

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

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

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

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

shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

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

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

3.13 Equipment and materials furnished by the Employer

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

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

3.14 Illegal and impossible requirements

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

3.15 Programme

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

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

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

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

3.15.3 The Service Provider shall update the programme:

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

3.16 Price adjustment to time-based fees for inflation

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

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

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

where :

CP_{Is} = the indices specified in the Contract Data during the month in which the start date falls CP_m = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

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

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

4.2 Decisions

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

4.3 Assistance

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

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

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

4.4 Services of Others

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

4.5 Notification of material change or defect

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

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

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

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

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

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

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

7.2 Provision of Personnel in terms of a Personnel Schedule

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

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

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

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

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

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

8.2 Completion

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

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

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

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

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

8.3 Force Majeure

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

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

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

- a) where the Services are no longer required;

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

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

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

- a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue;
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data;
- d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

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

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

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

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

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

10. SUCCESSION AND ASSIGNMENT

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

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

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

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

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

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

11. SUBCONTRACTING

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

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

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

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

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

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

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

12.2 Mediation

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

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

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

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

12.3 Adjudication

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

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

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

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

12.4 Arbitration

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

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

13. LIABILITY

13.1 Liability of the Service Provider

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

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

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

13.2 Liability of the Employer

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

13.3 Compensation

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

- a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

- a) the sum insured in terms of 5.4 in respect of insurable events;
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

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

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation;
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

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

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

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

15 AMOUNTS DUE TO THE EMPLOYER

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

C2: PRICING DATA

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 totaled 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 doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 14) A bid may be rejected if the rates or disbursement rates for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The 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 (4) years 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 PRICING SCHEDULE**C2.2 a) SCHEDULE A: BOJANALA DISTRICT****SCHEDULE A1: BOJANALA DISTRICT: YEAR 1 (2025/26)**

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.01	Manual Classified Traffic Counts				
30.01 a)	4-Leg Intersection	Number	49		
30.01 b)	T-Junction	Number	21		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	71		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A2: BOJANALA DISTRICT: YEAR 2 (2026/27)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	49		
30.02 b)	T-Junction	Number	21		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	71		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A3: BOJANALA DISTRICT: YEAR 3 (2027/28)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	49		
30.02 b)	T-Junction	Number	21		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	71		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A4: BOJANALA DISTRICT: YEAR 4 (2028/29)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	49		
30.02 b)	T-Junction	Number	21		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	71		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

C2.2 b) SCHEDULE B: DR KENNETH KAUNDA DISTRICT

SCHEDULE A1: DR KENNETH KAUNDA DISTRICT: YEAR 1 (2025/26)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02	4-Leg Intersection	Number	35		
a)					
30.02	T-Junction	Number	15		
b)					
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	50		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A2: DR KENNETH KAUNDA DISTRICT: YEAR 2 (2026/27)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	35		
30.02 b)	T-Junction	Number	15		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	50		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A3: DR KENNETH KAUNDA DISTRICT: YEAR 3 (2027/28)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	35		
30.02 b)	T-Junction	Number	15		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	50		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	Virtual Meetings	Number	3		
SUBTOTAL					

SCHEDULE A4: DR KENNETH KAUNDA DISTRICT: YEAR 4 (2028/29)

NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
30.02	Manual Classified Traffic Counts				
30.02 a)	4-Leg Intersection	Number	35		
30.02 b)	T-Junction	Number	15		
4000	Data Analysis / Verification / Reporting				
40.01	Traffic Data	Number	50		
5000	Meetings				
50.01	Physical Meetings	Number	3		
50.02	virtual Meetings	Number	3		
SUBTOTAL					

C2.2 PRICING SCHEDULE (continued)

TENDER SUMMARY

SCHEDULE A: BOJANALA DISTRICT (C2.2a)

ITEM	DESCRIPTION	AMOUNT
A1	Schedule A1 Bojanala District Year 1	
A2	Schedule A2 Bojanala District Year 2	
A3	Schedule A3 Bojanala District Year 3	
A4	Schedule A4 Bojanala District Year 4	
A5	Subtotal (sum of item A1, A2, A3, A4 above)	
A6	Subtotal (A5 + A6)	
A7	VAT (15% of A7)	
A8	TOTAL SCHEDULE A: BOJANALA DISTRICT (Incl VAT) to be carried over to Form C1.1 Form of Offer	

SCHEDULE B: DR KENNETH KAUNDA DISTRICT (C2.2b)

ITEM	DESCRIPTION	AMOUNT
B1	Schedule B1 Dr Kenneth Kaunda District Year 1	
B2	Schedule B2 Dr Kenneth Kaunda District Year 2	
B3	Schedule B3 Dr Kenneth Kaunda District Year 3	
B4	Schedule B4 Dr Kenneth Kaunda District Year 4	
B5	Subtotal (sum of item B1, B2, B3, B4 above)	
B6	Subtotal (B5 + B6)	
B7	VAT (15% of B7)	
B8	TOTAL SCHEDULE B: DR KENNETH KAUNDA DISTRICT (Incl VAT) to be carried over to Form C1.1 Form of Offer	

TOTAL SCHEDULE A AND B=

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards.

C3: SCOPE OF WORKS

C3.1: PROJECT DESCRIPTION

C3.2: PROJECT SPECIFICATIONS

C3.1: 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 project concerns the execution of MANUAL Traffic Counts over a period of Four Years (48 Months) i.e. Four Departments Financial Years 2025/2026, 2026/2027, 2027/2028 and 2028/2029. The Traffic Counts will be executed according to the relevant COTO Guidelines e.g. TMH, TRH and Manuals (Latest Version). The counting stations may be decreased or increased as agreed upon or on instruction of the RAMS Programme Manager. The RAMS Programme Manager or his representative may monitor the traffic counts on an hourly basis for control purposes. The total count for a specific hour as undertaken by the counting staff or the RAMS Programme Manager or his representative, shall not differ from each other by more than 5 % and the counts for heavy vehicles, taxis and buses may not differ by more than 10 %. If counts differ by more than the percentage mentioned above, the counts shall be repeated at the Tenderers own expense at the relevant counting station. The Tenderers works programme must then be adapted accordingly and once again be approved by the RAMS Programme Manager's representative.

C3.1.2 Services Overview

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

- Manual classified traffic counts
- Data analysis and verification
- Reporting
- Traffic control

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 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 road network of North West Provincial Government Department of Public Works and Roads– refer locality map below.

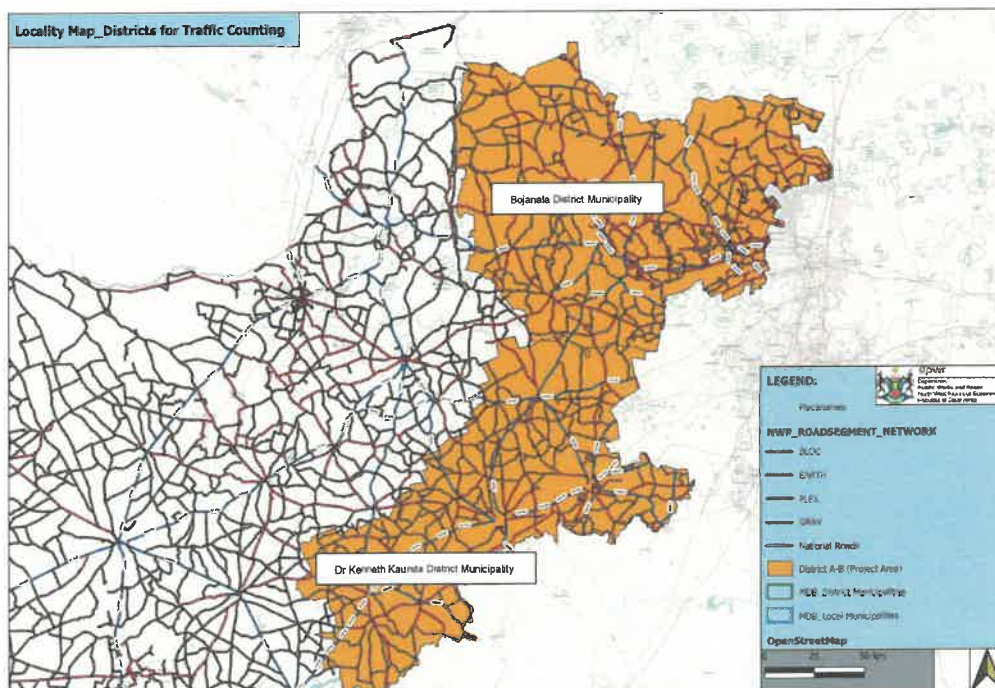


Figure C3.1.3.1: Locality Map

C3.1.4 Sourcing of Labour

It is expected that the tenderer should work with local councillors before sourcing laborers to assist with manual traffic counting. Utilizing local laborers for traffic counting can provide employment opportunities within the community, boosting the local economy. Additionally, it fosters community involvement and support for the project. Statistics on job creation should be reported at the end of each counting cycle.

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 3.1 "PROJECT DESCRIPTION" and Section C2.2 (Schedule A, Schedule B, Schedule C, Schedule D) "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 (Schedule A, Schedule B, Schedule C, Schedule D) and C3.1, the stipulations of Section C3.2 shall take precedence and be applied.

3000 FIELD DATA ACQUISITION

30.01 Manual Classified Traffic Counts

30.01 a) : 4-Leg Intersection

The traffic counting shall be carried out in accordance with the stipulations of Draft TMH 3 & 8 as relevant by pre-approved survey enumerators by capturing the traffic in a pre-defined format. The survey site shall be appropriately designated and marked such that it provides the field teams a safe place for the duration of the counting. The traffic counts shall be undertaken between the hours of 06:00 to 18:00 on days as specified at the selected survey stations. The vehicle classification system shall be discussed with Employer before the survey starts. The vehicle classification system shall be in line with HDM-4 classifications and include light, heavy short, heavy medium, heavy long, minibus taxi and bus.

The unit of measurement shall be the number of intersection and will include full compensation for all labour, transport, traffic management plan, travel, disbursement and equipment necessary to undertake the traffic counts.

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.

The counting stations may be decreased or increased as agreed upon or on instruction of the RAMS Programme Manager.

30.01 b) T-Junction

The traffic counting shall be carried out in accordance with the stipulations of Draft TMH 3 & 8 as relevant by pre-approved survey enumerators by capturing the traffic in a pre-defined format. The survey site shall be appropriately designated and marked such that it provides the field teams a safe place for the duration of the counting. The traffic counts shall be undertaken between the hours of 06:00 to 18:00 on days as specified at the selected survey stations. The vehicle classification system shall be in line with HDM-4 classifications and include light, heavy short, heavy medium, heavy long, minibus taxi and bus.

The unit of measurement shall be the number of intersection and will include full compensation for all labour, transport, travel, disbursement and equipment necessary to undertake the traffic counts.

Data shall be submitted in the formats prescribed by the RAMS PM 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.

The counting stations may be decreased or increased as agreed upon or on instruction of the RAMS Programme Manager.

4000 DATA ANALYSIS / VERIFICATION / REPORTING

40.01 Traffic

Traffic data obtained from the manual surveys is to be captured to the TIMS of the RAMS.

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

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

Draft TMH 3 provides specifications data quality management

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

The service provider should present a detailed programme of work for their manual traffic counting. Monthly progress reports have to be submitted to the Department / RAMS Programme Managers. This is to enable the RAMS Programme Managers to be fully aware of progress and allow the RAMS Programme Managers to do onsite validation of your work. Failure to provide monthly programmes and progress reports will result in penalties or in the worst case the termination of the Contract.

The detailed programme shall list the intersections / nodes to be counted for every weeks of the programme. Monthly progress report shall also report on progress against the monthly programmes, and provide details of progress, delays, reasons for delays, incidents, and the plan for catching up, should you be behind programme. This includes progress with data capture.

At the discretion of the RAMS Programme Manager, traffic count data must be captured into a Microsoft Excel spreadsheet template file. A single count station (Node and Leg) must be captured per spreadsheet and named accordingly. It is tender responsibility to have a personal computer with Microsoft Excel software loaded

The traffic count category for every counting station is determined beforehand according to the latest available count measured in AADT. The counting stations required to be counted and indications of volume categories will be provided to the Consortium Member by the RAMS Programme Manager prior to commencement of counting. If the category of the actual new count should differ from the one indicated in the Schedule of Quantities the category initially agreed and indicated in Schedule of Quantities is accepted for the purpose of payment. If a category is unavailable the category will be agreed in advance by the RAMS Programme Manager's representative and your supervisor, for the purpose of payment.

EXCEPTIONAL DAYS EXCLUDED AND SEASONAL FLUCTUATION

No counts are to be carried out over any major school holiday period or public holiday. The RAMS Programme manager may grant permission for certain roads to be counted over these periods.

PRESENTATION OF RESULTS

The deliverables of the project are the following:

- Completed traffic counting sheets template to be provided by the RAMS PM
- USB or CD with captured data (Traffic Counts)
- Photographs of each intersection counted manual showing the enumerators and intersections.
- Job creation statistics
- Quality Control used.

- Maps as provided initially, with comments on network problems marked up as required

5000 MEETINGS

50.01 Project Meetings

Meetings with RAMS PM and client can either be held physically at the client's office or virtually .

The unit of measurement is the Number (of meetings) and shall include full compensation for all labour, transport, materials, equipment, and any other actions necessary to arrange the meetings, prepare presentations, write minutes, provide handouts at the meetings.