



police, roads and transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE

PR&T/RFP 01/2022/23

REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CIDB LEVEL REQUIRED: N/A

Name of Tenderer:

This tender closes at 11h00 on Tuesday 23 August 2022, at the SCM offices of the Department of Police, Roads and Transport at 45 Charlotte Maxeke Street, Bloemfontein, 9300

LATE SUBMISSIONS WILL NOT BE CONSIDERED/ ACCEPTED

Issued by:

The Department of Police, Roads and Transport

45 Charlotte Macxeke Street

Perm building

Bloemfontein

3201

Contact Name: SCM Offices

Telephone: (051) 409 8891 or

(051) 409 8899

Prepared by:

The Department of Police, Roads and Transport

St Andrew Street

Medfontein building

Bloemfontein

3201

Contact Name: Roads
Technical

Telephone: (051) 409 8575



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police, roads and transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE

**FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT**

**REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF
CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF
PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND
TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

STANDARD BIDDING DOCUMENT INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE FREE STATE DEPARTMENT OF POLICE, ROADS AND TRANSPORT					
REQUEST FOR PROPOSAL	PR&T/RFP 01/2022/23	CLOSING DATE: 23 AUGUST 2022	CLOSING TIME:	11:00	
DESCRIPTION	REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (CHARLOTTE MAXEKE STREET)					
Main Entrance Foyer			Monday to Friday: 08:00 until 16:00		
45 Charlotte Maxeke Street			Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the enquiries.		
Bloemfontein					
9300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SCM (Mr. T Makhetha and Me. W Makutoane)		CONTACT PERSON	Mr MS Ndaba	
TELEPHONE NUMBER	051 409 8899 OR 051 409 8891		TELEPHONE NUMBER	051 409 8575	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	makhethaT@freetrans.gov.za & makutoanew@freetrans.gov.za		E-MAIL ADDRESS	ndabas@freetrans.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

Contents

Number	Heading
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The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable documents

T2.1	List of Returnable Documents
T2.2	Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1	Contract Data
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Part C2: Pricing data

C2.1	Pricing Instructions
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Part C3: Scope of Work

C3	Scope of Work
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THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 - Tender Notice and Invitation to Tender

**FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT**

REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY- SIX (36) MONTHS

T1.1 Tender Notice and Invitation to Tender

The Department of Police, Roads and Transport in the Free State Provincial Government, invites Professional Teams / Companies/ Consortiums to tender for:

TENDER NO.: PR&T/RFP 01/2022/23

The Department of Police, Roads and Transport commits itself to the advancement of Broad Based Black Economic Empowerment (B-BBEE) imperatives and thus, the successful Tenderers will be required to employ minimum of 60% black youth towards contributing to job creation.

NOTE: Bidders can access the Bid Documents Free of Charge through the e-Tender Portal at [www://etenders.gov.za](http://www.etenders.gov.za) and Departmental Website: <http://www.policeroadstransport.fs.gov.za/> from **02/08/2022, between 8h00 and 16h00.**

Queries relating to the issue of these documents may be addressed to the following people:

Technical issues Mr. S Ndaba, tel No 051 409 8575 or 082 5253 072 and email: ndabas@freetrans.gov.za

Supply Chain Management Issues: Me. W Makutwane, Tel No. 051 409 8899 Email address: makutoaneW@freetrans.gov.za

Supply Chain Management Issues: Mr. T Sekwena, Tel No. 051 409 8891 Email address: sekwenaT@freetrans.gov.za

A compulsory clarification meeting, will take place at **26 Hartley Street, Hamilton Roads Office, Bloemfontein** on the **11 August 2022 at 10h00**. Bidders who **fail to attend this clarification / briefing meeting will be disqualified.**

The Tenders will be evaluated on using 3-stage system with stage 1 focusing on mandatory requirements and BBBEE level, stage 2 focusing on functionality criteria as outlined in this Tender document and stage 3 focusing on Preference Point System (90 – Price 10 – B-BBEE Status Level). Tenderers who fail to obtain a minimum of **27** points out of **45** points for functionality will not be considered further.

THE CLOSING TIME FOR RECEIPT OF TENDERS IS 23 August 2022, 11H00.

Tenders should be submitted at the address mentioned below. It is the responsibility of the prospective bidder to ensure that the tender is deposited in the correct tender box.

**Ground Floor, Perm Building
45 Charlotte Maxeke St
Bloemfontein
9300**

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers and late tenders will not be accepted.

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

PART T1: TENDERING PROCEDURES

T1.2 – Tender Data

T.1.2 TENDER DATA

Clause number	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31828, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za). 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 or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
F.1.1	The employer is the Free State Department of Police, Roads and Transport
F.1.2	For this contract the following documents will be adopted: The single volume procurement document issued by the employer comprises of the following: Tender Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules The Contract Part C1: Agreements and Contract data C1.1 - Contract data Part C2: Pricing Data C2.1 – Pricing Schedule Part C3: Scope of Work C3.1 – Scope of Work
F.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer. The Employer's Agent is: Name of the firm: Department of Police, Roads and Transport Contact Name: Mr. S Ndaba Telephone: 051 409 8575 Fax: N/A Email: ndabas@freetrans.gov.za Name: – Mr. T Sekwena 051-409-8891 (Tendering Process) Name: _ Me. W Makutoane 051 409 8899 (Tendering Process)

F.2.1	Only those Tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. The Tenderer is a Firm, Consortium or JV in the Professional Built Environment. 2. Tenderers that satisfy the criteria stated in the tender data and the tenderer or any of his principles is not under any restriction to do business with the employer.
F.2.7	N/A
F.2.8	Tenderers may request clarification of the tender documents by notifying the employer at least five (5) working days before the closing time and date stated in the tender data.
F.2.12	No alternative tender offers will be considered
F.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer.
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 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Ground Floor Perm Building 45 Charlotte Maxeke Street Bloemfontein Department of Police, Roads and Transport Bloemfontein, Free State Province Physical address: 45 Charlotte Maxeke Street, Perm Building (Main Entrance), Bloemfontein. Identification details: Tenders are to be clearly marked with the name of the tender "PR&T/RFP 01/2022/23: REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS"
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Tenderers are alerted 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	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 180 Calendar days
F.2.28	The tenderer is required to submit with his tender an original and valid Tax Clearance Certificate issued by the South African Revenue Services or a unique security Personal Identification number (PIN) issued by the South African Revenue Services.
F.3.4	Tenders will be opened immediately after the closing time for tenders The location for opening of the tender offers, immediately after the closing time thereof shall be at: Ground Floor, 45 Charlotte Maxeke Street, Perm Building Bloemfontein
F.3.11.1	The procedure for the evaluation of responsive tenders is: Method 2 with functionality. The detailed price breakdown of a tender should be enclosed in a seal envelope attached to the RFP (Request for Proposal)

	1) Score tender evaluation points for financial offer. 2) Confirm that Tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. The following documents forms the Mandatory Requirements and failure to attach them will lead to disqualification of a bidder ✓ Valid Original Tax Clearance Certificate or Tax Compliance Status Pin must be attached failure will lead to disqualification. ✓ In the event of bidders entering into Joint Ventures, the combined joint venture name, joint venture agreement and all accounts must be in a joint venture name must be submitted with the bid. ✓ Only professionally registered Consulting Companies or Firms. [Attach relevant registration certificate] ✓ Latest Audited Annual Financial Statements. ✓ Must have managed projects to the value of R1 billion over three consecutive financial years, since 2018 to date (attach relevant appointment letter/s). ✓ Must have a Professional Indemnity (PI) to a value of R50 million or above (attach support) ✓ Must have a turnover of R50 million and above [will be verified with Annual Financial Statement (AFS)]. ✓ Bidders must return all completed and duly signed standard bidding documents (SBD) including Contract Data. All documents must be completed with a black ink non-erasable pen and must Technical Requirements: ✓ Acceptance of Tender Conditions must be completed in full and signed where necessary ✓ All SBD's must be fully completed and signed off where necessary ✓ Special Conditions of Contract must all be completed in full signed where necessary The Evaluation criteria will be categorized in three compulsory stages which are ✓ Stage one: Pre-qualification criteria ✓ B-BBEE Contributor Level 1 and 2 only
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	Note: Bidders who fail to meet above set conditions criteria will be disqualified. ✓ Stage two: Functionality Stage (refer to F.3.11.2) ✓ Stage three: 90/10 Price and BBBEE ✓ Bidders are required to propose a professional fee for the PMU services that will be rendered to the department. ✓ This fee must be proposed as a percentage charge on the departmental infrastructure grant per annum for a period of 3 financial years. The estimated infrastructure budget per annum is R1 Billion and service provider to use the estimated for the percentage of offer for stage 3 points allocation

F.3.11.2

The functionality criteria and maximum score in respect of each of the criteria for a particular service are as follows:

- a) Tender offers scoring less than a minimum of **27 points** in respect of the **45** total evaluation points for functionality will be regarded as non-responsive and will be disqualified from any further evaluation.

CRITERIA	FUNCTIONALITY	POINTS																
CAPACITY AND EXPERIENCE OF THE BIDDER APPOINTMENT LETTERS FROM OTHER CLIENTS	Number of similar PMU projects by the bidder: Appointment letters must be attached <u>together with</u> the reference letter from the client. These documents must be on official client letter head and signed by the duly authorised employee. 3 projects = 15 points 2 projects = 10 points 1 project = 5 points	15																
QUALIFICATIONS AND EXPERIENCE OF PROFESSIONAL TEAM MEMBERS	Post registration experience of professional members of the Consulting Team. The number of years of post-registration experience of all qualified and registered professionals with relevant body within the team will determine the points scored. Employment Contracts must be attached to qualify for points and; Team Professional Experience: 5 years or more is required to qualify for points and; <table><tr><td>1 X Pr. SACPMP Contracts Manager</td><td>5</td></tr><tr><td>1 X Pr. Civil Engineer</td><td>3</td></tr><tr><td>1 X Pr. Structural Engineer</td><td>3</td></tr><tr><td>1 X Pr. Project Manager</td><td>3</td></tr><tr><td>1 X Pr. Technologist Civil</td><td>1</td></tr><tr><td>1 X Pr. Construction Project Manager</td><td>1</td></tr><tr><td>1 X Pr. Technologist Transportation</td><td>1</td></tr><tr><td>10 X Pr. Engineering Technicians</td><td>3</td></tr></table> NOTES: This should be supported by CV of the proposed Professional Team. Contract of Employment and Qualification and Registration with relevant Council within Built Environment Professional bodies required eg. (ECSA), SACPMP etc. (excluding registration as candidates)	1 X Pr. SACPMP Contracts Manager	5	1 X Pr. Civil Engineer	3	1 X Pr. Structural Engineer	3	1 X Pr. Project Manager	3	1 X Pr. Technologist Civil	1	1 X Pr. Construction Project Manager	1	1 X Pr. Technologist Transportation	1	10 X Pr. Engineering Technicians	3	20
1 X Pr. SACPMP Contracts Manager	5																	
1 X Pr. Civil Engineer	3																	
1 X Pr. Structural Engineer	3																	
1 X Pr. Project Manager	3																	
1 X Pr. Technologist Civil	1																	
1 X Pr. Construction Project Manager	1																	
1 X Pr. Technologist Transportation	1																	
10 X Pr. Engineering Technicians	3																	
ADDITIONAL PROFESSIONAL SERVICES	Occupational Health and Safety Practitioner (OHS): = 5	5																
LOCAL ECONOMIC PARTICIPATION	Bidder's Company located in Free State = 5 points Bidder's Company located in the South Africa = 3 points Bidder's Company located internationally = 0 points NOTE: Proof of Municipal accounts rates NOT older than 3 months, but also not in areas for more than 3 months; or certified lease agreement or a rent invoice must be attached.	5																
TOTAL		45																

	<i>Note: Bidders must score a minimum of 27 points in order to qualify to the next stage</i> Stage 3: 90/10 PPPFA Bidders are required to propose a professional fee for the PMU services that will be rendered to the department. This fee must be proposed as a percentage charge on the departmental infrastructure projects per annum for a period of 3 financial years on a project base. The actual fee will be based on construction amount and all ECSA project phases from initiation to close-out reporting will be re-align during construction period. The department has an estimated infrastructure budget annually.
F.3.13.1	Tenders will only be accepted if: a) the Tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; b) The Tenderer or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any Municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission; and k) The Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

F.3.19a	The following Conditions forms part of the Special Conditions of Bid / Conditions of Acceptance: ✓ Bidders must be registered on CSD (Central Suppliers Database) ✓ Bids must be valid for 180 days ✓ The service providers shall bear the cost associated with the preparation and submission of proposals ✓ The Department of Police, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final. ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders. ✓ The Department reserve the right to appoint more than one service provider. ✓ Bidders who falsify any information will be disqualified. If any false information is discovered during the contract period, the Department then reserves the right to terminate the contract immediately. ✓ Proof of Municipal accounts rates not older than 3 months, but also not in areas for more than three months, or certified lease agreement or a rent invoice. ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements. ✓ Department reserve the rights to disqualify or terminate the contract should it find that the candidates or professionals used during tendering are not physically active in the implementation process. ✓ 30% Of the total contract amount will be sub-consulted to the local emerging Civil Engineering Consulting Firm. ✓ Proof of past experience of similar projects. ✓ Proof of competent key personnel (CV's of Residential Engineers (RE), Senior Engineers on different category in line with the scope aligned etc.) ✓ The Contract may be extendable by a period of 24 months at a negotiated rate. This option is at the discretion of the Department.
F.3.19b	The following documents must be attached to the bid document ✓ Business profile ✓ SAPS Certified copy of Companies and intellectual Property Commission (CIPC) ✓ Certified copies of identity documents of all active members / shareholders of the company NOT older than 3 months, with clear dates of certification by Commissioner of Oath. ✓ Certificate of Authority for Signature (Power of Attorney) ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering In such agreement and BBBEE certificate issued in the name of the joint venture

PART T2: RETURNABLE DOCUMENTS

T1.2 – List of Returnable Documents

**FREE STATE PROVINCIAL GOVERNMENT
DEPARTMENT OF POLICE, ROADS AND TRANSPORT
TENDER NO: PR&T/RFP 01/2022/23**

REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes

- Compulsory Enterprise Questionnaire
- Certificate of Resolution of board of Directors
- Certificate of Resolution of board of Directors to enter into Consortia or Joint Venture
- Certificate of Special Resolution of Consortia or Joint Venture
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of the Tenderer's Experience
- Tax Clearance requirement – SBD 2
- Declaration of Interest – SBD 4
- Preferential Point Claim Form – BBBEE Status Level of Contribution– SBD 6.1
- Acceptance of Tender Conditions and Tenderer's Details

2. Other documents required only for tender evaluation purposes

- Preferential Point Claim Form – BBBEE Status Level of Contribution

3. Returnable Schedules that will be incorporated into the contract

- Preferencing Schedule (direct preferences)

4. Other documents that will be incorporated into the contract

5. C1.1 Contract Data (Part 2)

6. C2. Pricing Data

C2.1 Pricing Instruction

7. C3 Scope of Work

RESOLUTION OF BOARD OF DIRECTORS

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

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____(place)

on _____(date)

RESOLVED that:

1. The Enterprise submits a Tender to the Department of Police, Roads and Transport in the Free State Province in respect of the following project:

(project description as per Tender Document)

Tender Number: _____(Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

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RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

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

held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Police, Roads and Transport , Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____(Tender Number as per Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____(Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accept joint and several liabilities with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise choose as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

(code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. *Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

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SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Economic, Small Business Development, Tourism and Environmental, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 day's written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

(code) _____

Postal Address: _____

_____ (code)

Telephone number: _____ (code

Fax number: _____

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, |
| ☐ a member of any provincial legislature | national or provincial public entity or |
| ☐ a member of the National Assembly or the National Council of Province | constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |

- ☐ an official of any municipality or municipal entity ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, manager, shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, |
| ☐ a member of any provincial legislature | ☐ national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ an employee of Parliament or a provincial legislature |
| ☐ an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Annexure A - Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____

Annexure B - Proposed amendments and qualifications (N/A)

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender

Data regarding the employer's handling of material deviations and qualifications. Appended

Page	Clause or item	Proposal	

Signed

Date

Name

Position

Tenderer

SCHEDULE OF THE TENDERER'S EXPERIENCE

AND

PREVIOUS CONTRACTS PERFORMED AND COMPLETED

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	REQUEST FOR A PROPOSAL (RFP) FOR THE ADVERTISEMENT AND APPOINTMENT OF CIVIL ENGINEERING CONSULTING COMPANY/ FIRM TO RENDER A SERVICE OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY- SIX (36) MONTHS NB!! (CONTRACTORS SHALL BE PROCURED ONCE THE DESIGNS AND DOCUMENTATION HAVE BEEN COMPLETED AND APPROVED)		
Tender no:	PR&T/ RFP 01/2022/23	Closing date:	23 August 2022
Advertising date:	29 JULY 2022	Validity period:	180 DAYS

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to support the information supplied below.

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
1						
2						
3						
4						
5						
6						

[illegible]

1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						

Name of Tenderer	Signature	Date

KEY PERSONNEL**KEY PERSONNEL - MANAGEMENT**

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the Design to construction of the Works, together with a resume of their experience with particular reference to the designing and construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

DESIGNATION	NAME	PROJECT TYPE	VALUE WORK	OF	YEAR COMPLETED
DESIGN ENGINEERS					
GEOTECHNICAL ENGINEERS					
STRUCTURAL ENGINEERS					
CIVIL ENGINEERS					
TECHNOLOGISTS					
TECHNICIANS					
PROJECT MANAGERS					
CONSTRUCTION PROJECT MANAGERS					
TRAFFIC ENGINEERS					
TRANSPORTATI ON ENGINEERS					
CONSTRUCTIO N MANEGERS					

D. Attach additional pages if more space is required

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

PART T2.2: RETURNABLE SCHEDULES

Tax Clearance Requirements (SBD 2)

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF TENDERERS)**

1. Name of taxpayer / Tenderer:
2. Trade name:
3. Identification number:
4. Company / Close Corporation registration number:
5. Income tax reference number:
6. VAT registration number (if applicable):
7. PAYE employer's registration number (if applicable):

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number : Code:..... Number:

Address

.....

DATE: 20/...../.....

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE OR UNDER PAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

PART T2.2: RETURNABLE SCHEDULES

Annexure D - Declaration of Interest

(SBD 4)

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest¹ 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 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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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 consortium² 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

² 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.

reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

PART T2.2: RETURNABLE SCHEDULES

Annexure C - Preferential Point Claim Form – BBBEE Status Level of Contribution (SBD 6.1)

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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 The value of this Tender is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

1.3 Points for this Tender shall be awarded for:

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

1.4 The maximum points for this Tender are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a Tenderer to submit proof of B-BBEE Status level of contributor together with the Tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive Tendering processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of Tender invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 3.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

80/20

or

90/10

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

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. TENDER DECLARATION

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

5. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 5.1 B-BBEE Status Level of Contributor: . = (maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 6.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-consultant
- The B-BBEE status level of the sub-consultant.....
- Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name _____ of
company/firm:.....

7.2 VAT _____ registration
number:.....

7.3 Company _____ registration
number:.....

7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the 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 by the National Treasury 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.

WITNESSES 1. 2.
--

..... SIGNATURE(S) OF TENDERERS(S) DATE: ADDRESS:

PRACTICES

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favourable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, Employers or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and

- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the Employers or entities that they verify or provide business opportunities to, which states that the Employer or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the DTI**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the DTI**.

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;
• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and

- An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry and the B-BBEE commissioner.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry and the B-BBEE commissioner.

SIGNATURE:

DATE:

NAME:

POSITION:

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Tenders, contracts and orders; and (ii) To ensure that Employers be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all Tender documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific Tender, should be compiled separately for every Tender if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the Tendering documents for the receipt of Tenders.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Tenderer, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tenderer of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the Tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the Tender will be manufactured.
- 1.17 "Local content" means that portion of the Tendering price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in Tendering documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical

assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Tendering documents.

2.2 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. Standards 4.1 The goods supplied shall conform to the standards mentioned in the Tendering documents and specifications.

4. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful Tenderer shall furnish to the purchaser the performance security (Professional Indemnity) PI of the amount specified in SCC.

4.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

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

5. Inspections,

8.1 All pre-Tendering testing will be for the account of the Tenderer.

8.2 Tests and Analyses

8.2.1 If it is a Tender condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Tenderer or contractor shall be open, at all reasonable

hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

9. **Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

10. **Termination** 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

PART T2.2: RETURNABLE SCHEDULES

**Declaration of Supply Chain Management Practices
(SBD 8)**

Acceptance of Tender Conditions and Tenderer's Details

Tender No: _____

Name of Tenderer: _____

Authorized signatory: _____

Name of Authorized
Signatory _____Position of Authorized
Signatory _____

By signing above the Tenderer hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this Tender.

[Note to the Tenderer: The Tenderer must complete all relevant information set out below.]

(a) CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Tenderers are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Tenderers are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:

Supplier Number	
Unique registration reference number	

(b) TENDERING STRUCTURE

Indicate the type of Tendering Structure by marking with an 'X':

Individual Tenderer	
Joint Venture/ Consortium	
Leading Consultant with Sub Consultant	
Other	

(c) REQUIRED INFORMATION

If Individual Tenderer:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	

Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner: *insert separate page if necessary

Partner 1

Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

Partner 2

Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	

Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If Tenderer is a Leading Consultant using Sub-consultant, indicate the following:	
Leading Consultant	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-consultant *insert separate page if necessary	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-consulted work as a % of the total value of the contract	

9 THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF BID / CONDITIONS OF ACCEPTANCE.

- ✓ Bidders must be registered on Central Suppliers Database (CSD)
- ✓ Bids must be valid for 180 days.
- ✓ The service providers shall bear the cost associated with the preparation and submission of the proposals.
- ✓ The Department of Police, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any bid and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.
- ✓ The Department reserves the right to appoint more than one service provider.
- ✓ Bidders who falsify any information will be disqualified if any false information is discovered during the contract period. The Department then reserves the right to terminate the contract immediately
- ✓ Proof of Municipal accounts rates NOT older than 3 months, but also not in arrears for more than 3 months; or certified lease agreement or a rent invoice.
- ✓ A Tender will be awarded to a bidder who scores the highest points and in accordance with the bid requirements.
- ✓ Department reserve the rights to disqualify or terminate the contract should it find that the professionals used during tendering are not physically active in the implementation process.
- ✓ 30% of the total contract amount will be sub-consulted to the local emerging Civil Engineering Consulting Firm.
- ✓ Proof of past experience of similar projects
- ✓ Proof of competent key personnel (CV's of Resident Engineers (RE), Senior Engineers on different category in line with the scope aligned, etc.)
- ✓ Proof of adequate resource applicable to this project

The following information must be attached to the bid document as addition:

- ✓ Business profile.
- ✓ Certified copy of Companies and Intellectual Property Commission (CIPC).
- ✓ Certified copies of identity documents of all active members/shareholders of the company NOT older than 3 months, with clear dates of certification by Commissioner of Oath.
- ✓ List of proposed team/s to work on the project and their responsibilities (***Note!! the listed team members should also form part of the physical personnel on site after the project award, failure to bring the same team will lead to termination of the contract***)
- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering in such agreement and BBBEE certificate issued in the name of the joint venture.

No late/faxed/e-mailed/posted submissions will be accepted or considered.

THE CONTRACT**PART C1: AGREEMENT AND CONTRACT DATA****C1.1 - Contract Data****STANDARD PROFESSIONAL SERVICES****C1.2.2 SPECIAL CONDITIONS OF CONTRACT.**

REFERENCE TO:	CLAUSE.	INFORMATION.
Employer.	1.1.1.15	Department of Police, Roads and Transport
		45 Charlotte Maxeke Street Perm Building Bloemfontein, 9300
Consulting Engineering Company	1.1.1.16	
		Physical Address: Postal Address: Telephone Number (Office): Facsimile Number (Office): E-mail Address (Office):
Commencement	1.1.1.5	Add the following: "Commencement Date" means the date of receipt by the Consultant of any of the following whichever date of receipt is the earliest: 1. Appointment letter 2. Letter of acceptance 3. Signing of Service Level Agreement (SLA) The appointment of the Consulting Engineer shall commence from the date of the agreement or from the time when the Consulting Engineer began to perform any of the services provided for in this agreement, whichever is the earlier.
Completion	1.1.1.6	Unless terminated under one of the other clauses, the appointment of the Consulting Engineer shall be completed when the Consulting Engineer submits the final report or when he renders the closing account, whichever is the later.

Force Majeure	1.1.1.7	If circumstances arise for which the Consulting Engineer is not responsible and which make it impractical or impossible for the Consulting Engineer to perform the services in the normal manner as contemplated by the parties in accordance with the agreement in whole or in part, then the Consulting Engineer shall promptly notify the Employer. If in those circumstances certain services have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain services has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances. The Employer shall pay to the Consulting Engineer such additional fees and expenses as may be agreed as appropriate to the work undertaken by the Consulting Engineer in providing the necessary additional services.
Defects Liability Period	1.1.1.13	24 Months from issuing of Certificate of Practical Completion per project completed. Meaning 24 months from the issue of the Certificate of Completion having been issued for different parts of the Works, during which the Contractor has both the right and obligation make good defects in the materials. The Consultant will also provide the fully completed and lawful closed out report with all required project information
Drawing and documents ownership	1.1.1.13(a)	All design information, drawings, documentation and all records kept for a project during this appointment will solely belong to the Employer and the Consultant must submit all documents (in hard copies and with electronic version) to the Employer before exiting the contract
Practical Completion	1.1.1.14	The time for achieving Practical Completion is calculated from commencement date, excluding year end breaks.
Address of the Employer	1.2.1.2	Perm Building, 45 Charlotte Maxeke Street, Bloemfontein
Engagement of Stakeholders.	4.10.1.(1)	Add the following: The Consultant to engage and resolve all site and management issues, arising from local forums, attend to labour issues, attend the community briefing for the specific project, attend any related community training pertaining to the project and resolve issues, and report all the progress to the Employer. Add the following The Consultant is also responsible for the behavior and performance of his Sub-consultant's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behavior, and shall indemnify the Employer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel.

		He shall also attend all site meetings with the Employer on the dates as nominated by the Employer or Employer's agent. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned.
Service Level of Consultant participation	4.12.4	In line with ECSA level of project participation based on project complexity: Level 1: Periodic Construction and Monitoring Level 2: Part-time Construction and Monitoring Level 3: Full-time Construction and Monitoring
	4. OBLIGATIONS OF THE CONSULTING ENGINEER	
Duty of Care	5.1.a	The Consulting Engineer shall exercise reasonable professional skill, care and diligence in the performance of the services.
Designated Representative	5.1.b	The Consulting Engineer shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions and to give information to the Employer on behalf of the Consulting Engineer and he/she must have a valid professional registration with ECSA for Engineers and SACMP for Project Managers
Co-operation with Others	5.1.c	The Consulting Engineer shall perform the services in conjunction with any other Consulting Engineers or specialists who are providing services to the project and he may make recommendations to the Employer in respect of such appointments for certain parts of the project. The Consulting Engineer shall only be responsible for his own performance and the performance of his sub-Consulting Engineers or specialists who have specifically been appointed by the Consulting Engineer to assist him with the services.
Notice of Change	5.1.d	On becoming aware of any matter which shall materially change or has changed the scope, cost or timing of the services or the works, the Consulting Engineer shall give notice to the Employer, save that the Consulting Engineer is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.
Construction Stage Services	5.1.e	The Consulting Engineer will monitor any construction to the extent described in Contract document. The Consulting Engineer cannot ensure the performance of the contractor nor guarantee against any failure by the Contractor to perform his work in accordance with the contract. The provision of construction stage services creates no contractual relationships between the Consulting Engineer and the contractor and the Consulting Engineer has no liability to the contractor in any way arising out of such services.
Termination by the Employer	5.1.f	The Employer may suspend all or part of the Services or terminate the agreement by notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize further expenditure.
Termination by the Consulting Engineer	5.1.g	The Consulting Engineer may by notice of at least 180 days terminate the agreement, or at his discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the services: (1) when, 30 days after the due date for payment of any invoices, and after consultation in writing to the Employer, the

		Consulting Engineer has not received payment of that part of it which has not by that time been contested in writing by the Employer, or (2) when the services have been suspended under either and the period of suspension has exceeded 6 months, or it is clear to the Consulting Engineer that it will be impossible or impractical to resume the suspended services before the period of suspension has exceeded 6 months, or (3) if the Employer is in material breach of a term of the agreement and fails to rectify such breach within 28 days of the receipt of written notice requiring him to do so.
Payment due upon Suspension or Termination	5.1.h	Should instructions having been given by the Employer to the Consulting Engineer to proceed with any of the stages of services and the whole or part of the works is cancelled or abandoned or postponed for a period of more than six months, the Consulting Engineer shall be remunerated for services performed, plus a surcharge of one tenth of the full fee which would have been payable to the Consulting Engineer had his services been completed in terms of his engagement.
Remuneration general –	5.1.i	The Employer shall remunerate the Consulting Engineer for services rendered in accordance with the Government Gazette and ECSA rates applicable which are revised annually for all levels from project inception to close out report.
Time for Payment	5.1.j	Amounts due to the Consulting Engineer shall be paid in full on the agreed dates or within thirty (30) days of the date of receipt of any invoice by the Employer. If the Consulting Engineer does not receive payment by the time stated, then the Consulting Engineer shall be paid interest at the prevailing prime overdraft rate of the Consulting Engineer's bank plus 1 percentage points per annum compounded monthly calculated from the due date of payment. A certificate from a duly appointed official of the Consulting Engineer's bank shall be prima facie proof of the overdraft rate charged by such bank.
Liability and insurance	5.1.k	The Consulting Engineer shall only be liable to pay compensation to the Employer arising out of or in connection with the agreement of a breach of contract
Liability of the Employer	5.1.l	The Employer shall be liable to the Consulting Engineer arising out of or in connection with this agreement if a breach of an obligation in terms of this agreement is established. The Consulting Engineer shall have no separate delictual right of action against the Employer.
Insurance for Liability and Indemnity	5.1.m	The Consulting Engineer agrees to arrange and maintain professional indemnity insurance cover in respect of the services provided under this agreement for the duration of the liability period and in accordance with the details set down in the Specific Provisions. The Professional Indemnity (PI) of R50 million must be submitted in the form of guarantee
Indemnity by the Employer	5.1.n	The Employer shall indemnify the Consulting Engineer against all claims by third parties which arise out of or in connection with the rendition of the services save to the extent that such claims do not in the aggregate exceed the limit of compensation
Ownership of Data, Designs and Documents	5.1.o	In accordance with this contract and the assignment, the Consulting Engineer shall give rights to the Employer for copyrights and submission of all documents (designs, drawings, progress, minutes etc.) prepared by the Consulting Engineer and hand them to the Employer.

		(1). The Employer shall be entitled to use them or copy them for the project designated and the purpose for which they are intended and need not obtain the Consulting Engineer's permission to copy for such use; (2). The ownership of data and factual information collected by the Consulting Engineer and paid for by the Employer shall, after payment by the Employer, lie with the Employer and remain the property of the Employer; (3). The Employer shall have all right to use any documents referred to in this Clause where any or all of the fees and expenses payable to the Consulting Engineer have been paid in accordance with this agreement. (4). In the event that the parties agree that the copyright in the documents shall be ceded to the Employer then the Consulting Engineer 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 Consulting Engineer against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
	6.0 SETTLEMENT OF DISPUTES	
Settlement	6.1.a	The parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.
Mediation	6.1.b	Any such dispute or claim, which cannot be settled between the parties, may be referred by the parties, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the parties and, failing such agreement, shall be nominated by the President of CESA. The costs of the mediation shall be borne equally between the parties.
Arbitration/Litigation	6.1.c	If either party were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such party may: 8.3.1 Serve process instituting action arising out of such dispute or difference in a competent civil court; or 8.3.2 With the consent of the other party refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the President of CESA. The arbitration shall be 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 Arbitration's published by the Association of Arbitrators current at the date the arbitrator is appointed. 8.3.3 Service of process under Clause 8.3.1 or referral to arbitration under Clause 8.3.2 shall take place within three calendar months of the date of notice from either party declaring that the settlement negotiations under Clause 8.1 have failed, or, if mediation is agreed on, within three calendar months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed. Claims not brought within the time periods set out herein will be
Force Majeure	6.1.d	If circumstances arise for which the Consulting Engineer is not responsible and which make it impractical or impossible for the Consulting Engineer to perform the services in the normal manner as contemplated by the parties in accordance with the agreement in whole or in part, then the Consulting Engineer

		shall promptly notify the Employer. If in those circumstances certain services have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain services has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances. The Employer shall pay to the Consulting Engineer such additional fees and expenses as may be agreed as appropriate to the work undertaken by the Consulting Engineer in providing the necessary additional services.
	7.0	Contract Administration
Time to submit the documentation required before commencement of the Works	7.1	The Consulting Engineering Firm to submit all required documentation e.g (guarantees, PI, Insurances etc) whichever is applicable within 14 Days after receipt of appointment letter
Time for Completion of works	7.2	36 Months for physical construction works and 24 months for liability period including the final preparation and submission of final completion Certificate from the construction site, submission of all closeout reports and final inspection and final account.
Programme of Works	7.3	Within 14 days of Commencement Date The Consultant must submit a fully detailed programme per financial year base on the MTEF period and will be amended if needs be after the finalization of Departmental Table B-5 in line with financial year's business plan with a clear indication of start, initiation, design, documentation, construction stage, commissioning and close out. Consideration must be made on programming during embargo period between May and August each year, as winter seal is not preferred by the department. Bridges and cast in situ culverts drawings will be provided within six months of commencement date.
Special non-working days	7.4	Sundays and all public holidays as well as year-end breaks.
Training	7.5	The Consulting Engineers should train, mentor all the qualifying Departmental Engineers, Technologist and Technicians to achieve their professional registration with ECSA and should submit a training program or matrix and report the progress quarterly
Approved Professionals	7.6	All the approved and submitted CV for professionals during tendering/ bidding stage must be available on site during the project implementation. Failure to bring at least 80% of all professionals that were presented via CV's during the bidding process will lead to termination of the Contract. Should it be found that people / professionals' CV used were only for tendering purpose the appointment will be terminated. During the signing of the Service Level Agreement (SLA) all CV's for professionals submitted and the valid Employment Contract must be re-submitted as a Special Condition of this Contract. Failure to adhere to this will result in appointment termination.
Extension of time for completion	7.7	Consultant to consult the Employer for any extension of time that might be required.

Penalty for late submission and work failure due to poor design or supervision	7.8	5% of the Professional indemnity per occasion
Latent Defects Liability Period	7.9	Should there be any defects within Fifteen (15) years after final completion, as a results of design or supervision problem the Consultant will be fully liable for latent defects
Variations	7.10	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted and approved by the Employer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Consulting and Professional fees	7.11	The fees for the execution of works shall be guided by ECSA rates and will be determine as follows: 1. Maximum of 10% professional fee services and 3% for all disbursement for Special Maintenance projects (total 13%) 2. Maximum of 12% professional fee services and 3% for all disbursement on Upgrading projects (total 15%) The Consulting Engineering firm must structure their budget according to the above mentioned structure and no upfront payment will be permitted prior works approval and no depletion of budget will be acceptable before the entire works is completed. The Consultant must submit the detailed annual master cash flow every year as a guide to manage financials guided by the Departmental annual project awarded amount. Note: Financial Administration Services must be covered when submitting the financial proposal eg. ➤ Inception Stage ➤ Concept and viability stage (Preliminary design stage) ➤ Design development stage (detail design) ➤ Documentation and Procurement ➤ Contract administration and inspection ➤ Close-out stage
Professional Indemnity Retention	7.12	50% Of Professional Indemnity (PI) will be released after the thirty six (36) months of contract period and the last 50% will be released after twenty four (24) liability period
Professional Indemnity Guarantee	7.13	Must be submitted within 14 days of Commencement Date after official receipt of appointment letter and should be submitted in two separated pairs of 50% each
Defects Liability Period		24 Months
Guideline for labour process during project implementation		
Targeted Sub-consultant (ABE's)		Portion of the light works to the maximum of 30% will sub-consulted to local (Free State Based Consultant appointed through open bidding process)

Targeted Local labour	1. Minimum Labour Employment per R 1 Million - 4 for conventional should be appointed with a minimum of six months at a payment rate of R186/day. 2. 20% of labour must be retained for the entire duration of the contract. 3. Recruitment of annual labour target shall be as follows: • 30% - at the beginning of the financial year • 30% - three months after the initial appointment • 40% - at midway into the financial year 4. The employment demographics are as follows: • Youth – 55% • Female – 60% • Disabled – 2% 5. Wherever feasible labour will be deployed to Local Municipalities for service delivery at the cost of the Contractor.
Temporary Suspension of Works	Planned Annual allocated budget available can be reduced at the Employer's discretion. In the event that annual budget is reduced or exhausted, the Consultant shall not be allowed stop the Works and or claim interest on the unpaid Works. No claim shall be submitted to the Department once the budget is depleted.
Socio – Economic of Community	Consultant must ensure that, 1% of Contract Value shall be invested into local Community on every project for Social Contribution.
Skills Development	Consultant to ensure that: - Two (2) Civil Engineering Students shall be appointed per project for experiential Training with stipend of R10,000.00 each per month, signed off reports must be submitted to respective Departmental Project Managers. - Members of Community must also be trained in Labour Intensive Works during construction stage
Un-bundling Subcontractors Scope of Works	Consulting to design project to suite the Labour Intensive Construction method and to ensure that, the scope is unbundled to suite activities to be sub-contracted on every project

Annexure A

Part C1.3: Form of Guarantee

(To be supplied on the official letterhead of "The Bank/Company")

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:
.....

"Employer" means: Department of Police Roads and Transport

"Contractor" means:

"Engineer" means:

"Works" means: PRT/RFP 01/2022/23:

"Site" means: Project Name: **SERVICES OF PROJECT MANAGEMENT UNIT (PMU) FOR THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of VAT of R.....

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R (Amount to be equal to 10% of the Contract Amount at the time that the Agreement comes into effect).

Amount in words:

"Expiry Date" means: 14 Days after receipt of Certificate of Completion.

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Consultant stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within fourteen (14) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of fourteen (14) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Consultant and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within fourteen (14) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Consultant in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this _____ day of _____ 20____ at

_____ (place)

GUARANTOR'S SIGNATORY

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SIGNATURE GUARANTOR 1

NAME IN BLOCK LETTERS

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CAPACITY GUARANTOR 1

SIGNED AT PLACE

--	--

SIGNATURE GUARANTOR 2

NAME IN BLOCK LETTERS

--	--

CAPACITY GUARANTOR 2

SIGNED AT PLACE

AS WITNESS

--	--

SIGNATURE WITNESS 1

NAME IN BLOCK LETTERS

--	--

SIGNATURE WITNESS 2

NAME IN BLOCK LETTERS

--	--

SIGNED AT PLACE

DATE

C1.1 Contract Data

The successful Tenderer will enter into a Service Level Agreement.

The successful Tenderer will perform all the work as per individual Built Environment Acts, codes and standard.

Standard Professional Services.

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

PART C2: PRICING DATA

C2.1 Pricing Instructions

This bid is a request for proposal with 90/10 pricing required and the bidder is required to provide a pricing information.

The bidder shall provide "NORMAL" professional services as detailed in the Government Gazette of each discipline, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme will be compensated for according to the applicable Government Gazetted Number 44333 issued in March 2021 as accepted with its revisions of Professional Fees.

PART C3: SCOPE OF WORK

C3.1 Scope of Work

1. OBJECTIVES

The Department of Police, Roads and Transport is managing all Provincial Roads in the Free State Province to improve safety, secure road network, to assist in improving the economy, improving the access to all inhabitants and create job opportunities in the process.

The Employer's general objective is to plan, design, supervise, analyses, assess, evaluate, monitor, upgrade, maintain and rehabilitate all Provincial Roads in the Free State.

- The projects offer employment job opportunities and up-liftment of the local community.
- To deliver suitable public infrastructure in a cost effective way,
- Create employment and up-liftment of job opportunities for local communities and contractors.
- To improve mobility and access to nearby towns for transportation facilities as part of economic growth.

This project has the following particular objectives during implementation (during construction) and the consultant to ensure that, all these objectives are achieved:

- Create employment for 12 (twelve) labourers for every one million spent on upgrading of roads, on access roads and on maintenance road projects.
- Create employment for 4 (four) labourers for every one million spent on rehabilitation and on Special maintenance.
- Create employment opportunities for local subcontractors, with a total of 30% of net contract value (excl. CPA and Contingencies).
- Provide work experience for two departmental students per project.
- To provide training for local labour in social as well as in labour intensive construction skills.

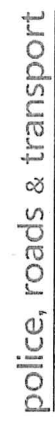
The services are required immediately from the date of appointment.

2. PROJECT LOCATION

The project is located within the borders of the Free State from Access roads, Provincial Roads, gravel road and surfaced roads.

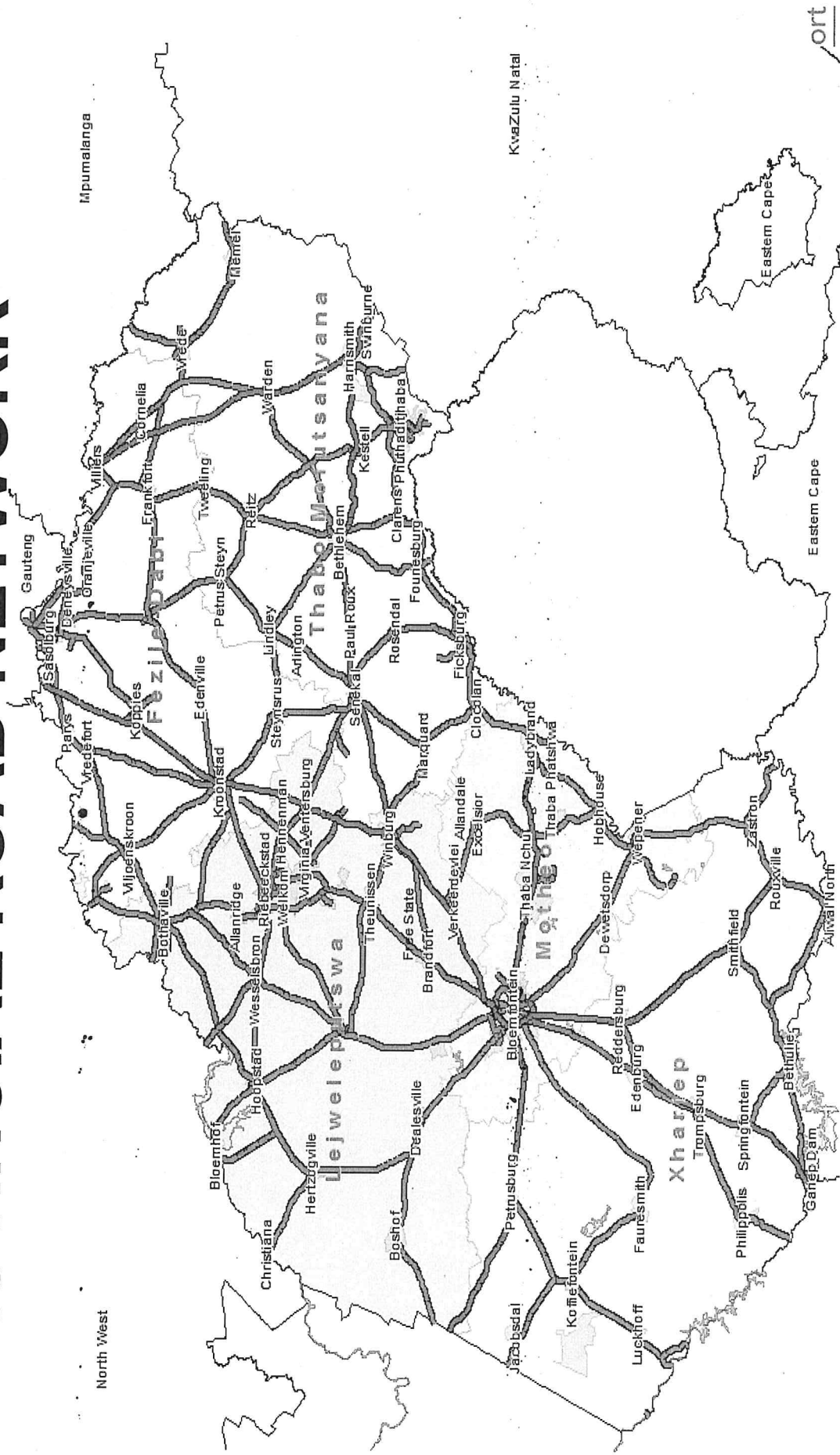
The map of all Provincial road network is attached for ease of reference:

FREE STATE DISTRICT AND MUNICIPAL BOUNDARIES



Department of
Police, Roads and Transport
FREE STATE PROVINCE

PROVINCIAL ROAD NETWORK



LURIE, ROODS and TRANSPORT
FREE STATE PROVINCE



www.fs.gov.za

ROADS

