

## REQUEST FOR TENDERS

**TENDER No.: SCMU10–20/21–0054**

*for*

**PROFESSIONAL SERVICES FOR ENGINEERING  
AND TECHNICAL SUPPORT TO THE TRANSPORT  
INFRASTRUCTURE PROGRAMME (DIVISION)**

***Issued by:***

Province of the Eastern Cape  
Department of Transport

*Private Bag X0023*  
**BHISHO**  
5605

*c/o Fleming Street & Cowan Close*  
**KING WILLIAM'S TOWN**  
5601

**NAME OF THE COMPANY:**

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<b>CONTENTS</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBER(S)</b>
<b>THE TENDER</b>		
<b>PART 1</b>	<b>TENDERING PROCEDURES</b>	<b>3</b>
T1.1	Tender Notice and Invitation to Tender	4
T1.2	Tender Data	6
<b>PART 2</b>	<b>RETURNABLE DOCUMENTS AND SCHEDULES</b>	<b>13</b>
T2.1	List of Returnable Documents and Schedules	14
T2.2	Returnable Documents and Schedules	15
<b>THE CONTRACT</b>		
<b>PART 1</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>47</b>
C1.1	Form of Offer and Acceptance	48
C1.2	Contract Data	53
<b>PART 2</b>	<b>CONTRACT</b>	<b>60</b>
C2.1	Pricing Instructions	61
C2.2	Pricing Schedule	64
<b>PART 3</b>	<b>SCOPE OF WORK</b>	<b>69</b>
C3.1	Employer's Objectives	70
C3.2	Site Location	70
C3.3	Description of the Works	70
C3.4	Work Programme	71
C3.5	Measurement and Payment	71

# **TENDER**

## **PART 1 (OF 2): TENDERING PROCEDURES**

<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>	<b>4</b>
<b>T1.2</b>	<b>Tender Data</b>	<b>6</b>

## T1.1: TENDER NOTICE AND INVITATION TO TENDER

### A. BID INVITATION

#### BID NO.: SCMU10-20/21-0054 (A-E)

Bidders are hereby invited for **PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION)**

Tender documents will be available as from 08h00 on the e-portal as well as the Departmental website from Friday, 19 March 2021

There is no briefing meeting for this particular tender. However, tenderers are encouraged to forward their queries to the officials mentioned under enquiries in this document.

Completed tender documents in a sealed envelope endorsed with the relevant bid number and bid description, must be deposited in the bid box, at:

Department of Transport  
Entrance, Foyer C  
Stellenbosch Park Building  
c/o Fleming Street & Cowan Close, **KING WILLIAM'S TOWN**, 5601

Identification details to be shown on the tender offers are:

**TENDER NO.: SCMU10-20/21-0054: PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION)**, not later than **11 o'clock on 23 April 2021**, when tenders will be opened in public. Under no circumstances will the Department take responsibility for any bids that may be handed to Departmental officials for depositing in the tender box.

This tender is divided into five parts (A–E), and each part will be awarded separately. Bidders may tender on any number of parts, but an award for more than one part will only be considered if the tenderer adequately demonstrates that it has sufficient capacity (Key Personnel) to be able to qualify for more than one Part (A–E).

### B. BID EVALUATION

#### This bid will be evaluated in two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	<b>80 points</b>
Maximum points for BBBEE	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>

### C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, functionality and other bid conditions and rules are detailed in the bid document under Tender Data

**D. TENDER SUBMISSIONS:**

Bids must be submitted in sealed envelopes clearly marked “**PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION)**” must be deposited in the bid box, Department of Transport, Entrance, Foyer C, Stellenbosch Park Building, c/o Fleming Street & Cowan Close, **KING WILLIAM’S TOWN**, 5601

**E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

SCM RELATED ENQUIRIES	TECHNICAL ENQUIRIES
<p><b>Mr. P. Nqikashe</b> Tel No: <b>067 419 8001</b> Email Address: <a href="mailto:Philasande.nqikashe@ectransport.gov.za">Philasande.nqikashe@ectransport.gov.za</a></p> <p><b>Mr. M. Cwili</b> Tel No: <b>067 414 2504</b> Email Address: <a href="mailto:mandiphiwe.cwili@ectransport.gov.za">mandiphiwe.cwili@ectransport.gov.za</a></p>	<p><b>Mr. AZ Soko</b> Tel No.: <b>083 301 2023</b> Email Address: <a href="mailto:al.soko@ectransport.gov.za">al.soko@ectransport.gov.za</a> or <a href="mailto:azsjnr@gmail.com">azsjnr@gmail.com</a></p> <p><b>Mr. S. Ndlela</b> Tel No.: <b>083 210 7859</b> Email Address: <a href="mailto:siyabonga.ndlela@ectransport.gov.za">siyabonga.ndlela@ectransport.gov.za</a> or <a href="mailto:llmndlela27@gmail.com">llmndlela27@gmail.com</a></p>
<p><b>Fraud, Complaints &amp; Tender Abuse Hotline</b> 0800 644 644</p>	

<b>T1.2: TENDER DATA</b>
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The Conditions of Tender are the Standard Conditions of Tender as contained in **Annexure F** of the Construction Industry Development Board's Revised Standard for Uniformity in Construction Procurement promulgated in Government Gazette No. 38960 dated **10 July 2015** as may be amended from time to time. (Refer [www.cidb.org.za](http://www.cidb.org.za))

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender, as set out below, shall apply to this tender:

Clause	Wording / Data
F.1.1.1	The employer is the Department of Transport, Province of the Eastern Cape.
F.1.2	This quotation document is the only document issued for the purpose of a tender offer. Tenderers are to obtain their own copies of any documents referred to in this quotation document.
F.1.4	The Employer's Representative during Tender stage is: <b>Mr AZ Soko</b> Telephone: 043 604 7426 or 083 301 2023 Electronic mail: al.soko@ectransport.gov.za or <a href="mailto:azsjnr@gmail.com">azsjnr@gmail.com</a> <b>Mr S. Ndlela</b> Telephone: 043 604 7426 or 083 210 7859 Electronic mail: Siyabonga.ndlela@ectransport.gov.za or llmndlela27@gmail.com
F.1.6	Add the following:  "The Employer reserves the right not to award the project to any tenderer found to be at a high risk of non/under-performance based on a risk assessment and verification of the current workload or past performance of that tenderer with their clients."  Tenderers must note that the Schedule of Quantities will not be made available in electronic format.
F.2.1	Add the following:  "The tenderer shall provide Key Persons as listed below as well as in the Contract Data to perform specific duties. Only tenderers who have suitably experienced and qualified Key Persons that will be available for the execution of this contract are <b>eligible</b> to submit tenders.  <b>The Key Persons shall consist of the following persons:</b>  <u><b>In-house Construction: The Senior Site Construction Engineer / Technologist (part time) shall:</b></u> be registered as a Professional Engineer / Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP suitably and verifiably experienced with a minimum of 10 years' experience (post-professional registration) in the implementation of Road Maintenance and/or construction projects including a minimum of three years as a Site Engineer for a contractor. Experience must include the implementation of quality, time, safety and cost

Clause	Wording / Data
	<p>control measures within road construction units/teams; Be based in Grahamstown (Makhanda) with the In-house construction unit.</p> <p><b><u>In-house Construction: The Site Construction Engineer / Technologist (full time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP suitably and verifiably experienced with a minimum of 5 years' experience (post-professional registration) in the implementation of Road Maintenance and/or construction projects; Have a minimum of three years' experience as a Site Engineer or assistant to the Site Engineer for a contractor. Experience must include the implementation of quality, time, safety and cost control measures within road construction units/teams; Be based in Grahamstown (Makhanda) with the In-house construction unit.</p> <p><b><u>In-house Construction: The Land Survey Technician (full time) shall:</u></b> be registered as a Professional Survey Technician under the Land Survey Act (Act 8 of 1997) or the Geomatics Profession Act (Act 19 of 2003), suitably and verifiably experienced with a minimum of 5 years' experience (post- professional registration) in the setting out of roads and related structures. Be based in Grahamstown (Makhanda) or any in-house Construction Site with the In-house construction unit.</p> <p><b><u>Out-sourced Construction: The Senior Construction Contract Manager (part time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000) and be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP suitably and verifiably experienced with a minimum of 10 years' experience (post- professional registration) in Road Maintenance/Construction contracts management (Resident Engineer and/or Project Engineer); Be based in Bhisho/King William's Town with the Outsourced Construction Sub-programme.</p> <p><b><u>Out-sourced Construction: The Contract Project Engineer / Technologist (full time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000) and be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP and suitably and verifiably experienced with a minimum of 5 years (post professional registration) experience and a minimum of three years' experience in Civil Maintenance /Construction contracts management (Resident Engineer and/or Project Engineer); Be based in Bhisho/King William's Town with the Outsourced Construction Sub-programme.</p> <p><b><u>Maintenance: The Senior Maintenance Project Engineer / Technologist (part time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000) be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48 of 2000) SACPCMP and suitably and verifiably experienced with a minimum of 10 years' experience (post- professional registration) in Road Maintenance projects design, supervision and/or management, Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Maintenance: The Maintenance Project Engineer / Technologist (full time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the</p>

Clause	Wording / Data
	<p>Engineering Profession Act (Act 46 of 2000) be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP suitably and verifiably experienced with a minimum of 5 years (post professional registration) experience and a minimum of two years' experience in Road Infrastructure design and/or project management, Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Maintenance: Candidate Technologist (full time) shall:</u></b> be eligible to registered as a Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 3 year (post qualification) with experience in the Built Environment (Civil) and/or project management, Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Design: The Design Engineer (part time) shall:</u></b> be registered as a Professional Engineer under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years' experience (post- professional registration) in Road Infrastructure design and project management, Be fully conversant on CAD for the Design of Road Infrastructure, Be based in Bhisho/King William's Town with the Design sub-programme.</p> <p><b><u>Design: The Design Technologists (full time) shall:</u></b> be registered as a candidate technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 5 years' experience in Road Infrastructure design and project management, Be fully versant on CAD for the Design of Road Infrastructure, Be based in Bhisho/King William's Town with the Design Sub-programme.</p> <p><b><u>Design: The Quantity Surveyor / Surveying Technologist (part time) shall:</u></b> be registered as a Pr. QS with a relevant Council (SACQSP), suitably and verifiably experience with a minimum of 5 years post professional registration experience. This must be couple with competence and relevant (cost-estimate, cost planning &amp; management, tender management-BOQ preparation, contract management – quantification of construction work, claims &amp; dispute management) experience. Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Design: The Natural Scientist (part time) shall:</u></b> be registered as a Pr. Sci. Nat. with a relevant Council (SACNASP), suitably and verifiably experience with a minimum of 5 years post professional registration experience. Be suitably and verifiably experienced with (Water Use License, Environmental Authorization, and Environmental Monitoring). Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Design: The Materials / Soils Engineer / Technologist (part time) shall:</u></b> Competence and relevant (civil engineering material testing) experience of key personnel. (SANAS Accredited Lab) Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Planning: The Structural Engineer / Technologist (part time) shall:</u></b> be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP suitably and verifiably experienced with a minimum of 5 years post professional registration experience and a minimum of two years' experience in Hydraulic structures design and bridges</p>

Clause	Wording / Data
	<p>Be based in Bhisho/King William's Town with the Planning Sub-programme.</p> <p><b><u>Planning: The Planning Engineer / Technologist (full time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years post professional registration with experience in Transport Engineering/<b>Transport Planning</b>, Road Infrastructure design and/or project management. Road Asset Management Systems and GIS experience will be an added advantage,  Be based in Bhisho/King William's Town with the Planning Sub-programme.</p> <p><b><u>All Engineers / Technologists/ Project Managers shall:</u></b></p> <ul style="list-style-type: none"> <li>- have completed the NQF level 7 and 5 unit standard for Labour Intensive Construction OR the tendering entity must have in its full-time employ, a Registered Professional Engineer or Professional Engineering Technologist who has completed the NQF level 7 unit standard for Labour Intensive Construction who will be allocated to support the Project Engineer as and when required, it must be issued by an institution that is SAQA accredited</li> <li>- be prepared to travel within the entire province as required,</li> <li>- be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted.</li> <li>- shall provide letter of Good Standing from Professional Council in confirming registration status and cover.</li> </ul> <p>Tenderers shall provide proof of the Key Persons' relevant minimum required experience in a detailed and project specific Curriculum Vitae, which must also contain contact details of Clients in order to confirm that acceptable services were delivered for experience claimed."</p>
F.2.2	<p>Add the following to this Clause:</p> <p>"Accept that the employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the employer or the employer's agent."</p>
F.2.3	<p>Delete the wording "... and notify the employer of any discrepancy ..." and replace with:</p> <p>".....and notify the employer's agent of any discrepancy....."</p>
F.2.7	<p>The arrangement details for there will be not compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender. <b>Due to Covid 19 regulations this may not take place.</b></p>
F.2.11	<p>Add the following to this Clause:</p> <p>"In order to correct any errors, or to make alterations, or in the event of a mistake having been made in the Pricing Data, it shall be neatly crossed out in non-erasable ink and all signatories to the tender offer shall initial such alterations."</p>
F.2.12	<p>No alternative offer will be considered.</p>
F.2.13.2	<p>The original and completed tender document (refer Clause F.1.2) shall be returned with all the required information supplied, duly completed in non-erasable ink and in all aspects.</p> <p>The Tender document will be downloaded from the website. Any additional supporting documentation, CVs etc. are to be submitted in a separate ring-bound document and suitably indexed for ease of cross-referencing to the original tender document.</p>

Clause	Wording / Data
F.2.13.5	The employer's address and identification details are as stated in the Tender Invitation
F.2.13.6	A two-envelope procedure will <b>not</b> be followed.
F.2.13.9	Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted.
F.2.15	The closing date and time as well as the specified address and procedures for submission of tender offers are stated in the Invitation to Tender.
F.2.16.1 & F.2.16.2	The tender offer validity period is <b>90 days</b>
F.2.23	The tenderer is required to submit with his tender / quotation all the documents, schedules and certificates as listed under the Returnable Section.
F.3.1.1	<p>Amend the wording "five working days" to read "seven working days."</p> <p>Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 16h30 and shall exclude Saturdays, Sundays and all gazetted public holidays.</p>
F.3.2	Amend the wording "three days" to read "three working days."
F.3.4.1	The time and place for the opening of valid tender submissions are stated in the Tender Notice and Invitation to Tender. This may not take place due to Covid 19 regulations.
F.3.5	A two-envelope procedure will not be followed.
F.3.8.2	<p>Amend the contents of Clause F.3.8.2 to read as follows:</p> <p>"A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification.</p> <p>A material deviation or qualification is one which, in the employer's opinion, would:</p> <ul style="list-style-type: none"> <li>(a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>(b) significantly change the employer's or the tenderer's risks and responsibilities under the contract,</li> <li>(c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified,</li> <li>(d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements, or</li> <li>(e) result in the tenderer not meeting the minimum points for functionality will not be considered for further evaluation stage and tender shall be regarded as non-responsive.</li> </ul> <p>In addition to the above and in compliance with the requirements of Clause F.2.1, should the tenderer fail to offer the specified Key Persons or should the Key Persons so offered fail to comply with the minimum requirements regarding experience and qualifications, the tender shall be regarded as non-responsive.</p> <p>A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F.3.11.1	Tenders will be evaluated in terms of that specified in the Conditions of Tender as well as the

Clause	Wording / Data			
	<p>Employer's latest Supply Chain Management Policy.</p> <p>The method for the evaluation of responsive tenders shall be Method 3: Compliance, Eligibility, Financial Offer and Preference as described under Clause F.3.11.8.</p>			
F.3.11.2	<b>QUALITY CRITERIA</b>	<b>SUB CRITERIA</b>	<b>POINT ACQUIRED</b>	
	<b>Company experience (Max. 30 points)</b>		<b>30 points</b>	
	NB: Provide a letter of reference/ appointment letter for the Project, the letter shall indicate the brief scope of work.	The organisation should have implemented a <b>similar project</b> as technical support in the past 5 years. 3 projects implemented will score (30 points), 2 projects implemented (20 points), 1 project implemented (15 points)	30 20 15	
	<b>Key Personnel (Max. 60 points) per Part.</b>	Refer to F.2.1.	<b>60</b>	
	<b>Part 1- In-house construction</b>	<b>Senior Site Construction Engineer/ Technologist:</b> 15 and above Years of experience post professional registration attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 1 to 5 years (5 points)	20 10 5	
		<b>Site Construction Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and NQF Level 5 allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20 10 5	
		<b>Site Survey Technician:</b> 5 and above Years of experience post professional registration attached CV and Professional status (ECSA) allocated points (10 points), 6 to 10 years (10 points) and 5 years (5 points)	10	
		<b>Part 2- Outsourced Construction</b>	<b>Senior Site Construction Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20 10 5
			<b>Contract Project Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and years (5 points)	20 10 5
			<b>Senior Site Construction Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) or (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20 10 5
	<b>Part C – Maintenance</b>		<b>Senior Maintenance Project Engineer/ Technologist:</b> 15 and above Years of experience post professional registration	20
				10

Clause	Wording / Data		
		attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5	5
		<b>Maintenance Project Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20
			10
			5
		<b>Pr. Technician:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20
			10
			5
	<b>Part D – Design</b>	<b>Design Engineer/ Technologist:</b> 15 and above Years of experience post professional registration attached CV and Professional status (ECSA) and NQF Level 7 allocated points (15 points), 6 to 10 years (10 points) and 5 years (5 points)	15
			10
			5
		<b>Structural Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) and NQF Level 7 allocated points (15 points), 6 to 10 years (10 points) and 5 years (5 points)	15
			10
			5
		<b>Professional Quantity Surveyor:</b> 5 and above Years of experience post professional registration attached CV and Professional status (SACQSP) and NQF Level 7 allocated points (10 points), 5 years (5 points)	10
			5
		<b>Natural Scientist:</b> 5 and above Years of experience post professional registration attached CV and Professional status (SACNASP) allocated points (5 points), 5 years (3 points)	5
			3
		<b>Materials/Soils Engineer or Technologist:</b> 5 and above Years of experience post professional registration attached CV and Professional status (SANAS Accredited Lab) allocated points (5 points), 5 years (3 points)	5
			3
	<b>Part E – Planning</b>	<b>Structural Engineer/ Technologist:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	20
			10
			5
		<b>Transport Engineer/ Technologist or Transport Planner:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA)	20
			10
			5
		<b>Senior Project Manager:</b> 10 and above Years of experience post professional registration attached CV and Professional status (ECSA)	20
			10

Clause	Wording / Data																												
		and (SACPCMP) allocated points (20 points), 6 to 10 years (10 points) and 5 years (5 points)	5																										
	<b>Locality</b>		<b>10</b>																										
	<b>Locality (Max. 10 Points)</b> (The primary address in CSD will be used to determine the Service provider's location).	Company within Eastern Cape	10																										
		Company outside Eastern Cape	5																										
<b>Minimum Scoring points for functionality 60 percent</b>	<b>Failing to achieve the minimum required points of functionality will deemed non-responsive</b>	<b>60 percent</b>																											
F.3.11.7	The financial offer shall be scored using Formula 2, Option 1 within Table F.1 with the value of W1 = 80.																												
F.3.11.8	<p>Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers on the basis of the data supplied under the relevant Returnable Documents and Schedules.</p> <p>The procedure for the evaluation of responsive tenders is <b>Method 2 (Financial Offer, and Preferences)</b>.</p> <table border="1" data-bbox="400 954 1426 1099"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Price Component</td> <td>80</td> </tr> <tr> <td>Preferential Component</td> <td>20</td> </tr> <tr> <td>Total evaluation points</td> <td><b>100</b></td> </tr> </tbody> </table> <p><b>Calculation of Points for Price (Max = 80 points) (P<sub>s</sub>)</b>  <i>The points scored for Price will be calculated using the following formula:</i></p> $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where  <i>P<sub>s</sub> = points scored for price by tender under consideration</i>  <i>P<sub>min</sub> = price of lowest acceptable tender</i>  <i>P<sub>t</sub> = price of tender under consideration</i></p> <p>Fractions will be rounded off to two places after the decimal comma.</p> <p><b>Preferential Component ( Max = 20 points) N<sub>EP</sub></b></p> <p><b>B-BBEE Status Level of Contributor (MAX = 20 points)</b></p> <p>The points scored for this component will be calculated using the following table:</p> <table border="1" data-bbox="512 1738 1318 2085"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of Points (80/20 system)</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> </tbody> </table>				Maximum number of tender evaluation points	Price Component	80	Preferential Component	20	Total evaluation points	<b>100</b>	B-BBEE Status Level of Contributor	Number of Points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2
	Maximum number of tender evaluation points																												
Price Component	80																												
Preferential Component	20																												
Total evaluation points	<b>100</b>																												
B-BBEE Status Level of Contributor	Number of Points (80/20 system)																												
1	20																												
2	18																												
3	14																												
4	12																												
5	8																												
6	6																												
7	4																												
8	2																												

Clause	Wording / Data		
	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 5px;">Non-compliant contributor</td> <td style="padding: 5px; text-align: center;">0</td> </tr> </table> <p style="margin-left: 20px;"><b>Calculation of Total Points scored</b> <span style="float: right; border: 1px solid black; padding: 2px;"><b>Total Score = <math>P_s + N_{EP}</math></b></span></p>	Non-compliant contributor	0
Non-compliant contributor	0		
<p>F.3.13</p>	<p><b>This tender is subject to the following conditions:</b></p> <ul style="list-style-type: none"> <li>e) Tenderers must be registered on the Central Supplier Database at National Treasury prior to the submission of a tender, and the tenderer's <b>Tax status must be compliant</b>;</li> <li>f) The Department of Transport Supply Chain Management Policy will apply;</li> <li>g) The Department of Transport does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;</li> <li>h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted;</li> <li>i) Bids submitted are to hold good for a period of <b>90 days</b>;</li> <li>j) A valid Copy of Professional Registration certificate from the Engineering Council of South Africa (ECSA) and appropriate Councils (SACQSP), (SACNASP), (SACPCMP) and (SAGI) of the relevant <b>Key Persons</b> who will be involved in the project must be attached;</li> <li>k) A Valid Certified B-BBEE status level verification certificate OR sworn Affidavit must be submitted in order to qualify for preference points for B-BBEE;</li> <li>l) Compulsory Enterprise Questionnaire must be filled and signed, failing which the Bid will be eliminated;</li> <li>m) Declaration of Interest must be filled and signed, failing which the Bid will be eliminated;</li> <li>n) CV's for Key Personnel proposed for the Bid with qualifications needs to be attached to the Bid;</li> <li>o) Copies of Identity Documents (ID) of Directors of the company are to be attached to the Bid;</li> <li>p) All documents, schedules, certificates and forms listed under the Returnable Section are to be completed in full and signed and submitted to the Bid, including: SBD 1, SBD 4, SBD4-Annexure A, SBD 6.1, SBD 8, SBD 9, SBD 9-Annexure B Resolution of Signatory, failing which the Bid will be eliminated;</li> <li>q) Copy of Company Registration Certificate with Registrar of Business (CK Document) need to be submitted with the Bid;</li> <li>r) Form of Offer &amp; Acceptance must be filled and signed, failing which the Bid will be eliminated;</li> <li>s) A Bid will only considered if the Bidder is able, in the opinion of the employer, to perform the contract free of conflicts of interest;</li> <li>t) The Bidder must be able to submit to the Department a <b>valid certified copy</b> of their Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days upon receipt of the Letter of Award;</li> <li>u) Name of the Bidder's directors or shareholders are to be listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>v) The Bidder has not: <ul style="list-style-type: none"> <li>(i) abused the employer's Supply Chain Management System, or</li> </ul> </li> </ul>		

Clause	Wording / Data
	<p>(ii) failed to perform on any previous contract and been served a written notice to this effect;</p> <p>w) Negotiation: if the price / offer of the highest bidder/s is believed not to be reasonable, the Department, through its Supply Chain Management Committees, may negotiate the offer submitted with the highest bidder/s with the intention to come to a reasonable and acceptable offer. Bidders are not allowed to increase their offers during this process. Where there is no consensus with any of the preferred bidder/s, the client reserves the right to cancel the bid process.</p> <p>x) Bid Closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitting on or before closing time and at the correct location as the department will not take responsibility of wrong delivery. Bidders who are using courier services for delivery is at the correct place/location and time as the department will not be held responsible for wrong delivery.</p> <p>Add the following:</p> <p>“Acceptance of the tender offer will also be subject to the provisions of Clauses F.1.6. and F.2.1”</p>
F.3.17	The number of copies of the signed contract to be provided by the employer is one.
F.3.20	<p><i>Add the following new clause:</i></p> <p>“Date, time and Location to submit tender documents are:  Date &amp; Time: <b>23 April 2021</b>, at <b>11h00 am</b>  Location of the tender box: Department of Transport, Block C, Cowan Close, Schornville, <b>KING WILLIAM’S TOWN</b>, 5601.”</p>

## TENDER

### PART 2 (OF 2): RETURNABLE DOCUMENTS AND SCHEDULES

T2.1	List of Returnable Documents and Schedules	14
T2.2	Returnable Documents and Schedules	15



## T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The original and completed tender document (refer clauses F.1.2 and F.2.13 of the Conditions of Tender) shall be returned with all the required information, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent Contract, as they form the basis of the tender offer. For this reason, it is important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested.**

Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a Contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the Contract. In such event the Employer has the discretionary right under Clause 8.4 of the Conditions of Contract to terminate the Contract.

### 1. RETURNABLES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1A Certificate of Attendance at Clarification Meeting
- 1B Authority for Signatory
- 1C Schedule of Company Experience.
- 1D B-BBEE Status
- 1E Personnel Schedule
- 1F Schedule of Variations and Deviations
- 1G Compulsory Enterprise Questionnaire
- 1H Centralized Electronic Suppliers Database Confirmation
- 1I Company Registration and CIPRO Certificates
- 1J (SBD 1) Invitation to Bid
- 1K (SBD 4) Declaration of Interest
- 1L (SBD 6.1) Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011
- 1M (SBD 8) Declaration of Tenderer's Past Supply Chain Management Practices
- 1N (SBD 9) Certificate of Independent Tender Determination

### 2. RETURNABLES THAT WILL BE INCORPORATED INTO THE CONTRACT

- 2A Record of Addenda to Tender Documents
- 2B Certificate of Insurance Cover
- 2C Letter of Good Standing from Professional Council

### 3. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedules

<b>T2.2: RETURNABLE DOCUMENTS AND SCHEDULES</b>
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**1C: SCHEDULE OF RELEVANT COMPANY EXPERIENCE**

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience and expertise to undertake a project of this nature. Bidders shall provide details (including traceable references) of similar projects currently in progress or carried out in the past ten years in the following two categories:

- Transport Infrastructure and/or Roads projects
- Transport Infrastructure and/or Roads–related Project Management projects / Support to Roads Authority projects
- Transport Infrastructure and/or Transport Planning projects

Tenderers need only provide details of projects in the past 10 years. It is essential that full details of the projects and of the Employer / Engineer references be provided. Failure to provide the necessary information will compromise the Tender.

RELEVANT KEY PERSONNEL	EMPLOYER OR REFEREE (CONTACT NAME: TEL. NO: EMAIL.)	DETAILS OF PROJECT INCLUDING THE ROLE PLAYED BY THE TENDERER AND THE NOMINATED KEY PERSONNEL	VALUE OF PROJECT (TOTAL)	YEAR

Continued overleaf... - /

**COMPANY EXPERIENCE (Continued)**

RELEVANT KEY PERSONNEL	EMPLOYER OR REFEREE (CONTACT NAME: TEL. NO: EMAIL.)	DETAILS OF PROJECT INCLUDING THE ROLE PLAYED BY THE TENDERER AND THE NOMINATED KEY PERSONNEL	VALUE OF PROJECT (TOTAL)	YEAR

*Where the space provided above is insufficient Tenderers may attach additional sheets giving the required information*

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

<b>1D: B-BBEE STATUS</b>
--------------------------

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA) or a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor, or an original sworn affidavit. The required format for such affidavit is included on the next page of this Bid document. Registered auditors do not need to meet the prerequisite for the Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS, or an original sworn affidavit. The required format for such affidavit is included on the next page of this Bid document.

**IMPORTANT NOTE:** It is not a requirement for bidders to submit a B-BBEE certificate as well as a sworn affidavit; bidders are required to submit either the B-BBEE certificate or the sworn affidavit.

**SWORN AFFIDAVIT: B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_% black owned;
- The enterprise is \_\_\_\_\_% black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the DTI** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Commissioner of Oaths  
Signature & stamp

<b>1E: PERSONNEL SCHEDULE</b>
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Only tenderers who have suitably experienced and qualified Key Persons available in their full-time employ that satisfy the criteria and specific conditions stated under the Conditions of Tender as well as the Conditions of Contract are eligible to submit tenders. The tenderer's attention is specifically directed to Clauses F.2.1 and F.3.8.2 of the Conditions of Tender regarding eligibility and responsiveness.

The names of the proposed Key Persons shall be provided in the table below:

Key Person	Name and Surname	Qualification	ECSA Registration Number (Compulsory)	SACPCPM Registration Number (Compulsory)	Years Relevant Experience
<b>Part A – In-house Construction</b>					
Senior Site Construction Engineer/ Technologist					
3 X Site Construction Engineer/ Technologist					
3 X Site Survey Technician					
<b>Part B – Outsourced Construction</b>					
Senior Construction Contract manager					
2 X Contract Project Engineer/ Technologist					
Senior Project manager (part- time)					
<b>Part C – Maintenance</b>					
Senior Maintenance Project Engineer/ Technologist					
Maintenance Project Engineer/ Technologist					

Key Person	Name and Surname	Qualification	ECSA Registration Number (Compulsory)	SACPCPM Registration Number (Compulsory)	Years Relevant Experience
Candidate Technologist					
<b>Part D – Design</b>					
Design Engineer/ Technologist (part-time)					
The Design Technologist <b>(full time)</b>					
Professional Quantity Surveyor (part- time)					
Natural Scientist (part-time)					
Materials/Soils Engineer or Technologist (part-time)					
<b>Part E – Planning</b>					
Structural Engineer/ Technologist (part-time)					
Transport Engineer/ Technologist or Transport Planner (full- time)					
Senior Project Manager (part – time)					

Detailed and project specific Curricula Vitae for all proposed Key Persons shall accompany and be attached to this tender, demonstrating that the individuals comply with the various criteria and specific conditions, as applicable. Certified copies of Certificates proving Qualifications must be submitted.

The Curricula Vitae shall be so structured as to, inter alia, incorporate the following:

- a) Person's date of birth.
- b) Person's full academic and educational qualifications and date obtained
- c) Personnel's professional registrations, all certificates must be certified copies.
- d) Copies of membership of voluntary organizations and/or attendances at seminars etc are not required.**
- e) Name of current employer and position within the enterprise.

- f) A list of previous employers and/or clients, clearly stating periods of service and providing a person as reference with these employers and / or clients, complete with contact telephone numbers. **The onus vests with the bidder to provide contactable references.**
- g) Detailed and project specific records related to previous experience in the project categories as listed in F2.1, from which the Employer can clearly determine whether the Key Personnel qualify in terms of the criteria for this tender..

Failure to comply with all of the above requirements shall be regarded as a material deviation or qualification and the tender shall be declared non-responsive.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**1F: SCHEDULE OF VARIATIONS OR DEVIATIONS**

The tenderer shall record any variations, deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

The tenderer’s attention is drawn to Clause 3.8 of the Conditions of Tender regarding the Employer’s handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1G: 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: The attached SBD4 must be completed for each tender and attached as a tender requirement**

**Section 7: The attached SBD6.1 must be completed for each tender and attached as a tender requirement**

**Section 8: The attached SBD8 must be completed for each tender and attached as a tender requirement**

**Section 9: The attached SBD9 must be completed for each tender and attached as a tender requirement**

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 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 \_\_\_\_\_

**1H: CENTRAL SUPPLIER DATABASE REGISTRATION**

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury.

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name:.....

Supplier Number:.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name.....

Position:.....

Tenderer .....

**1: COMPANY REGISTRATION AND CIPRO CERTIFICATES**

Tenderers are required to provide copies of their Company Registration Documents and CIPRO registration forms.

Copies of IDs of all Directors or members of a company must be submitted with the bid document.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1J: INVITATION TO BID**

**SBD1**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	SCMU10-20/21-0054	CLOSING DATE:	23 April 2021	CLOSING TIME:	11h00
DESCRIPTION					

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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


**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		<b>OR</b>	CSD No:	
--	----------	--	-----------	---------	--

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No
--	---	-------------------------------------	---

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

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

<p><b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ANSWER PART B:3 BELOW ]</p>
<p>SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>DATE</p>	
<p>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			
<p>TOTAL NUMBER OF ITEMS OFFERED</p>		<p>TOTAL BID PRICE (ALL INCLUSIVE)</p>	
<p><b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b></p>		<p><b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b></p>	
<p>DEPARTMENT/ PUBLIC ENTITY</p>		<p>CONTACT PERSON</p>	
<p>CONTACT PERSON</p>		<p>TELEPHONE NUMBER</p>	
<p>TELEPHONE NUMBER</p>		<p>FACSIMILE NUMBER</p>	
<p>FACSIMILE NUMBER</p>		<p>E-MAIL ADDRESS</p>	
<p>E-MAIL ADDRESS</p>			

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

**1K DECLARATION OF INTEREST**

**Form SBD 4**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his / her authorised representative declare his / her position in relation to the evaluating/adjudicating authority where:

- the tenderer is employed by the state; and / or
- the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

2.1 Full Name of tenderer or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the tenderer presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

.....

Name of state institution at which you or the person connected to the tenderer is employed: .....

Position occupied in the state institution: .....

.....

Any other particulars: .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

2.7.2.2 If no, furnish reasons for non-submission of such proof: .....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders\*2 / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars: .....

.....

.....

.....

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? **YES / NO**

2.9.1 If so, furnish particulars: .....

.....

.....

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **YES / NO**

2.10.1 If so, furnish particulars: .....

.....

.....

.....



**DECLARATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 to 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS**

**This form must be included additional to the SBD.4**

1. In terms of section 30 of the Public Service Act;  
 No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

<b>2.</b>	Are any of the shareholders/ directors of your company employed by the State?	Yes/No
-----------	---	--------

3. "State" means –  
 (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);  
 (b) Any municipality or municipal entity;  
 (c) Any provincial legislature;  
 (d) national Assembly or the national Council of provinces; or  
 (e) Parliament.  
 (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4. Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

5. **Please note: The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.**

**6. DECLARATION**

I, (NAME & SURNAME).....ID NUMBER.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

<b>1L: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011</b>
---

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

This preference form must form part of all bids 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, BIDDERS 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 bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, 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 bidder, either before a bid 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) **“bid”** 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 bidding 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 bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

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

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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . . . = .....(maximum of 10 or 20 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.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

v) 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 last 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		
<b>OR</b>		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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 bidding 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 bidder 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:.....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

<b>1M: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

**Form SBD 8**

1. This Standard Tendering Document must form part of all tenders invited.
2. It serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
3. The tender of any tenderer may be rejected / disregarded if that tenderer, or any of its directors have:
  - a) abused the employer's/entity's Supply Chain Management System or been guilty of any improper conduct in relation to such system;
  - b) been convicted of fraud, corruption or any other improper conduct in relation to such system during the past five years;
  - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply shall result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p><b>Is the tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b></p> <p>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes	No
	If so, furnish particulars:		

ITEM	QUESTION	RESPONSE	
4.4	<p><b>Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b></p>	Yes	No
	<p>If so, furnish particulars:</p>		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**1N: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

**Form SBD 9**

I, the undersigned, in submitting the accompanying tender: SCMU10-20/21-00XX

(Tender / Contract Number and Description)

in response to the invitation for the tender made by: (Eastern Cape Department of Transport)

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

I certify, on behalf of .....  
that:

(Name of Tenderer)

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

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**\* 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.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**2A: 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:

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**2B: CERTIFICATE OF INSURANCE COVER**

In the event of the tenderer being a joint venture / consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover and attach to this page a certified copy of proof of the stated Professional Indemnity cover:

(i) Name of Tenderer: .....

(ii) Period of Validity: .....

(iii) Value of Insurance:

- Professional Indemnity (for each and every case). Minimum R 5 Million

Company: .....

Value: .....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# CONTRACT

## PART 1 (OF 3): AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	48
C1.2	Contract Data	55

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**(Agreement)**

**1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

**TENDER No SCMU10-20/21-00XX**

**PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION)**

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

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

**PART A: THE OFFERED CEILING PRICE INCLUSIVE OF VALUE ADDED TAX FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): IN-HOUSE CONSTRUCTION IS:** \_\_\_\_\_

\_\_\_\_\_ Rand (in words);

R .....(in figures)

**PART B: THE OFFERED CEILING PRICE INCLUSIVE OF VALUE ADDED TAX FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): OUT-SOURCED CONSTRUCTION IS:** \_\_\_\_\_

\_\_\_\_\_ Rand (in words);

R .....(in figures)

**PART C: THE OFFERED CEILING PRICE INCLUSIVE OF VALUE ADDED TAX FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): MAINTENANCE IS:** \_\_\_\_\_

\_\_\_\_\_ Rand (in words);

R .....(in figures)

**PART D: THE OFFERED CEILING PRICE INCLUSIVE OF VALUE ADDED TAX FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): DESIGN IS:** \_\_\_\_\_

\_\_\_\_\_ Rand (in words);

R .....(in figures)

**PART E: THE OFFERED CEILING PRICE INCLUSIVE OF VALUE ADDED TAX FOR PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): PLANNING IS:** \_\_\_\_\_

\_\_\_\_\_ Rand (in words);

R .....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Conditions of Tender, whereupon the Tenderer becomes the party named as the Service Provider in terms of the Conditions of Contract identified in the Contract Data.

For the **Tenderer:**

.....  
Name

.....  
Signature

.....  
Capacity

Name and Address of Organisation:

.....  
.....

Signature and Name of Witness:

.....  
Name

.....  
Signature

**2. ACCEPTANCE**

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

The terms of the Contract are contained in

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

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**Part C4: Site Information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.**

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

The tenderer shall within two weeks after receiving a completed copy of this Form of Offer and Acceptance, including the Schedule of Deviation (if any), contact the Employer's representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with these terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**THIS ACCEPTANCE APPLIES ONLY TO THE FOLLOWING (CIRCLE WHERE APPLICABLE AND STRIKETHROUGH WHERE NOT APPLICABLE):**

**PART A: IN-HOUSE CONSTRUCTION; and**

**PART B: OUTSOURCED CONSTRUCTION; and**

**PART C: MAINTENANCE; and**

**PART D: DESIGN; and**

**PART E: PLANNING**

For the **Employer**:

.....  
Name

.....  
Signature

.....  
Capacity

Name and Address of Organisation:

Department of Transport  
Province of the Eastern Cape  
Private Bag X0023  
**BHISHO**  
5605

Signature and Name of Witness:

.....  
Name

.....  
Signature

**3. SCHEDULE OF DEVIATIONS**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

(i) Subject: .....

Details: .....

(ii) Subject: .....

Details: .....

(iii) Subject: .....

Details: .....

(iv) Subject: .....

Details: .....

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

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

**For the Tenderer:**

**For the Employer:**

.....

Signature

.....

.....

Name

.....

.....

Capacity

.....

Name and Address of Organisation

Name and Address of Organisation

.....

Department of Transport

.....

Province of the Eastern Cape

.....

Private Bag X0023

.....

**BHISHO**

.....

5605

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

<b>C1.2: CONTRACT DATA</b>
----------------------------

The General Conditions of Contract as contained in the **Standard Professional Services Contract, July 2009, Third Edition of CIDB document 1015**, as published by the Construction Industry Development Board, is applicable to this Contract.

Tenderers shall obtain their own copy of the stated Standard Professional Services Contract from the Construction Industry Development Board's website, refer [www.cidb.org.za](http://www.cidb.org.za).

The pro-forma documents and pages attached to the Standard Professional Services Contract shall not apply to this Contract and shall be replaced with the documentation bound under this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description / Wording
1.	<p><b><u>Deliverable</u></b></p> <p>Delete the heading "Deliverable" within this Clause and replace with:</p> <p><b><u>"Deliverable / Assessment"</u></b></p>
1.	<p><b><u>Employer</u></b></p> <p>The Employer is the Department of Transport, Province of the Eastern Cape (ECDOT).</p>
1.	<p><b><u>Key Persons</u></b></p> <p>Refer also to Clause 7 of the Conditions of Contract.</p>
1.	<p><b><u>Period of Performance</u></b></p> <p>The Period of Performance is <b>three years (36 months)</b>, with an option to extend for a further <b>12 months</b>, subject to the needs of the Department and performance of the Service Provider over the duration of the contract.</p>
1.	<p><b><u>Project</u></b></p> <p><b>Professional Services for Engineering and Technical Support to the Transport Infrastructure Programme (Division)</b></p>
1.	<p><b><u>Start Date</u></b></p> <p>The Start Date is when the Agreement comes into effect (Refer Form of Offer and Acceptance).</p>

Clause	Description / Wording
1.	Add the following new definition to Clause 1:  <b><u>“Conditions of Contract</u></b>  The General Conditions of Contract as amended in the Contract Data.”
3.4.1	The authorised and designated representative of the Employer is: <b>Mr A.Z Soko.</b>
3.5	The Services shall be performed in the appropriate region as required.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or the Project under any circumstances without the specific approval of the Employer.
3.11	Add the following to this Clause:  “The Service Provider shall be responsible for their own insurances and will indemnify and hold the Employer harmless against any losses, claims, demands, proceedings, actions, damages and expenses of whatever nature in respect of any losses or damages to any property or person in the employ of the Service Provider or for that matter, any other party, resulting from the execution and performance of the Services.
3.12.1	The penalty payable is R 500 per day per Deliverable subject to a maximum amount of R 15 000 per Deliverable.
3.15.1	The programme shall be discussed with the successful tenderer after the award.
3.16.2	The index is the Consumer Price Index (CPI index), year-on-year, as published in the monthly bulletin PO141 of Statistics South Africa, under Table B.
3.17	Add the following new Clause 3.17:  <b>“Price adjustment to tendered rates for inflation</b>  Tendered rates which are stated in the Pricing Data shall be subject to adjustment for inflation as provided for below:  (i) The rates shall be fixed for the first 12-month period determined from the tender base date and no adjustment during this period will be allowed for inflation. (ii) On the 12-month anniversary date of the Contract base date the rates shall be adjusted by the 12-month year on year Consumer Price Index (CPI index) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis. (iii) Adjustment for inflation of yearly rates as well as lump or provisional sums shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed. (iv) Adjustment for inflation shall only be applicable for Services or portions thereof, that are still within the prescribed programme and any approved extensions of time.”
4.3.2	The authorised and designated representative of the Employer during this stage is: <b>AZ Soko</b>
5.4.1	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

Clause	Description / Wording
	<p>The Service Provider is required to provide the following insurances:</p> <p>a) Insurance against Professional Indemnity Cover is: R 8 million (minimum) Period of cover: From the Start Date up to one (1) year after the completion of the Contract</p> <p>b) Insurance against General Public Liability Cover is: R 10 million Period of cover: From the Start Date up to the completion of the Contract</p> <p>c) Third Party Liability Cover is: R 10 million Period of cover: From the Start Date up to the completion of the Contract</p> <p><b>The employer will use the above as the risk assessment in assessing the Service Provider and mitigate risk involved.</b></p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking / effecting any of the following actions:</p> <ul style="list-style-type: none"> <li>• Appointing / utilising any other authorised and designated representative not listed and approved of by name in the Contract (Refer also Clause 5.3).</li> <li>• Appointing / utilising any other Key Persons not listed and approved of by name in terms of the Contract. (Refer also Schedule 1M: Key Personnel Schedule).</li> <li>• Appointing / utilising Subcontractors for the performance of any part of the Service.</li> <li>• Expending any Provisional Sum stated in the Contract.</li> <li>• Over-expenditure on the Contract.</li> <li>• Changing / amending the Scope of Work.</li> <li>• Making statements to the media regarding the Project.</li> </ul>
7.1.2	<p><b>The Key Persons for Technical Support shall consist of the following persons:</b></p> <p><b>In-house Construction:</b> The Senior Site Construction Engineer / Technologist (<b>part time</b>) shall: be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years' experience (post- professional registration) in the implementation of Road Maintenance and/or construction projects including a minimum of three years as a Site Engineer for a contractor. Experience must include the implementation of quality, time, safety and cost control measures within road construction units/teams; Be based in Grahamstown (Makhanda) with the In-house construction unit.</p> <p><b>In-house Construction:</b> The Site Construction Engineer / Technologist (<b>full time</b>) shall: be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 5 years' experience (post- professional registration) in the implementation of Road Maintenance and/or construction projects; Have a minimum of three years' experience as a Site Engineer or assistant to the Site Engineer for a contractor. Experience must include the implementation of quality, time, safety and cost control measures within road construction units/teams; Be based in Grahamstown (Makhanda) with the In-house construction unit.</p>

Clause	Description / Wording
	<p><b><u>In-house Construction: The Land Survey Technician (full time) shall:</u></b>  be registered as a Professional Survey Technician under the Land Survey Act (Act 8 of 1997) or the Geomatics Profession Act (Act 19 of 2003), suitably and verifiably experienced with a minimum of 5 years' experience (post- professional registration) in the setting out of roads and related structures.  Be based in Grahamstown (Makhanda) or any in-House Construction Site with the in-house construction <u>unit</u>.</p> <p><b><u>Outsourced Construction: The Senior Construction Contract Manager (part time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years' experience (post-professional registration) in Road Maintenance/Construction contracts management (Resident Engineer and/or Project Engineer);  Be based in Bhisho/King William's Town with the Outsourced Construction Sub-programme.</p> <p><b><u>Outsourced Construction: The Contract Project Engineer/Technologist (full time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 5 years post professional registration experience and a minimum of two years' experience in Civil Maintenance/Construction contracts management (Resident Engineer and/or Project Engineer);  Be based in Bhisho/King William's Town with the Outsourced Construction Sub-programme.</p> <p><b><u>Maintenance: The Senior Maintenance Project Engineer/Technologist (part time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years' experience (post-professional registration) in Road Maintenance projects design, supervision and/or management,  Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Maintenance: The Maintenance Project Engineer/Technologist (full time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 3 years post professional registration experience and a minimum of two years' experience in Road Infrastructure design and/or project management,  Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Maintenance: Candidate Technologist (full time) shall:</u></b>  be eligible to registered as a Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 3 year (post qualification) with experience in the Built Environment (Civil) and/or project management,  Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>Design: The Design Engineer/Technologist (part time) shall:</u></b>  be registered as a Professional Engineer under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years' experience (post- professional registration) in Road Infrastructure design and project management,  Be fully versant on CAD for the Design of Road Infrastructure,  Be based in Bhisho/King William's Town with the Design Sub-programme.</p>

Clause	Description / Wording
	<p><b><u>Design: The Design Technologists (full time) shall:</u></b>  be registered as a candidate technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 5 years' experience in Road Infrastructure design and project management,  Be fully versant on CAD for the Design of Road Infrastructure,  Be based in Bhisho/King William's Town with the Design Sub-programme.</p> <p><b><u>Planning: The Quantity Surveyor / Surveying Technologist (part time) shall:</u></b>  be registered as a Pr. QS with a relevant Council (SACQSP), suitably and verifiably experience with a minimum of 5 years post professional registration experience. This must be couple with competence and relevant (cost-estimate, cost planning &amp; management, tender management-BOQ preparation, contract management – quantification of construction work, claims &amp; dispute management) experience.  Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Planning: The Natural Scientist (part time) shall:</u></b>  be registered as a Pr. Sci. Nat. with a relevant Council (SACNASP), suitably and verifiably experience with a minimum of 5 years post professional registration experience. Be suitably and verifiably experienced with (Water Use License, Environmental Authorization, and Environmental Monitoring).  Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Planning: The Materials/Soils Engineer / Technologist (part time) shall:</u></b>  Competence and relevant (civil engineering material testing) experience of key personnel. (SANAS Accredited Lab) suitably and verifiably experience with a minimum of 5 years post professional registration experience.  Be based in Bhisho/King William's Town with the Planning sub-programme</p> <p><b><u>Planning: The Structural Engineer/Technologist (part time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years post professional registration experience and a minimum of 3 years' experience in Hydraulics and structures design,  Be based in Bhisho/King William's Town with the Planning Sub-programme.</p> <p><b><u>Planning: The Planning or Transport Engineer/Technologist (full time) shall:</u></b>  be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), suitably and verifiably experienced with a minimum of 10 years post professional registration experience with experience in Transport Infrastructure policy, design and/or project management. Road Asset Management Systems (RAMS) and GIS experience will be an added advantage,  Be based in Bhisho/King William's Town with the Transport Infrastructure and Systems Planning division.</p> <p><b><u>Planning: The Senior Project Engineer/Technologist (part time) shall:</u></b>  be registered as a Professional Engineer or Project Manager in relevant Built Environment, suitably and verifiably experienced with a minimum of 10 years' experience (post-professional registration) in construction projects, supervision and/or management, be registered as Construction Project Manager/ Construction Manager under the South African Council for the Project and Construction Management act (ACT 48of 2000) SACPCMP  Be based in Bhisho/King William's Town with the Maintenance Sub-programme.</p> <p><b><u>All Engineers/Technologists shall:</u></b></p>

Clause	Description / Wording
	<p>have completed the NQF level 7 and 5 unit standard for Labour Based Construction OR the tendering entity must have in its full-time employ, a Registered Professional Engineer or Professional Engineering Technologist who has completed the NQF level 7 and 5 unit standard for Labour Based Construction who will be allocated to support the Project Engineer as and when required,</p> <p>be prepared to travel within the entire province as required,</p> <p>be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted.</p>
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) days of the <b>start date</b> .
8.4.3 (c)	The period of suspension under this Clause shall be six (6) months.
9.1	Copyright of all documents prepared by the Services Provider relating to the Project shall vest with the Employer.
12.1.2	Settlement of disputes or claims which cannot be settled between the Parties in terms of this Clause shall be referred to Adjudication.
12.3.3	In the event that the parties fail to agree on an Adjudicator, the Adjudicator is to be nominated by the President of the South African Institution of Civil Engineering.
12.3.4	Settlement of disputes or claims in terms of this Clause shall be referred to Arbitration.
12.4.2	In the event that parties fail to agree on an arbitrator, the arbitrator is to be nominated by the President of the South African Institution of Civil Engineering.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
15.	The interest rate is the current prime interest rate charged by banks plus 2% per annum and calculated from the due date of payment.

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER: TO BE COMPLETED BY THE TENDERER.**

Clause	Description / Wording
1.	The Service Provider is: ..... .....
1.	The Service Provider's address for receipt of communications and notices is:  <b>Address (Postal):</b> ..... ..... ..... .....  <b>Address (Physical):</b> ..... ..... ..... .....  Telephone Number (Work): .....  Telephone Number (After Hours): .....  Facsimile Number: .....  Electronic Mail Address (E-mail): .....

<b>Clause</b>	<b>Description / Wording</b>
5.3	The authorised and designated representative of the Service Provider is:  Name: .....  The postal address for receipt of communications is: ..... ..... ..... .....  Telephone No: .....  Cellular Phone No: .....  Facsimile No: .....  Electronic Mail Address (E-mail): .....

**CONTRACT**

**PART 2 (OF 3): PRICING DATA**

<b>C2.1</b>	<b>Pricing Instructions</b>	<b>61</b>
<b>C2.2</b>	<b>Pricing Schedule</b>	<b>64</b>

**C2.1: PRICING INSTRUCTIONS**

- C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.
- Unit: The unit of measurement for each item of work for the Services as defined in the standard specifications or the Scope of Work.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work at which the Service Provider tenders to do the work.
- Amount: The product of the quantity and the rate tendered for an item
- Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
- Disbursements: An amount allowed for an item and its extent of which is alluded to in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not known.
- .
- C2.1.2 The quantities set out in the Pricing Schedule are approximate quantities only. The quantities of work finally accepted and certified for payment of the Services and **not** the quantities given in the Pricing Schedule will be used to determine payments to the Service Provider.
- The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the actual quantities finally certified for payment. Work shall be valued at the rates, sums and prices tendered.
- C2.1.3 The rates, prices and sums tenderer shall include full compensation for all overheads, profits, incidentals, mandatory taxes (other than Value Added Tax), for executing the work activities, for accommodation, travelling time and expenses, allowance for delays due to inclement weather, data capturing, all liaison required, project management, insurances, for all risk, obligations and responsibilities, complete as specified in the Conditions of Contract and Scope of Work.
- Value Added Tax (VAT) shall be excluded from the tendered rates, sums and prices. Provision has been made at the end of the Pricing Schedule for the addition of VAT.
- C2.1.4 The tenderer shall fill in a rate or a lump sum against each item where provision is made for it even where no quantities are given. An item against which no rate or sum is entered or where a word or phrase such as "included" or "provided elsewhere" is entered will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Pricing Schedule. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Pricing Schedule and valued at a rate of nil (R 0,00). The rate of nil (R 0, 00) shall be valid irrespective of any change in the quantities during the execution of the Contract.
- Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of Clause C2.1.10.

If the tenderer should group a number of items together and tender one lump sum or single rate for such a group of items, this single tendered lump sum or rate shall apply to that group of items and not to each individual item, or should the tenderer indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil (R 0, 00).

The tendered lump sum and rate shall be valid irrespective of any change in the quantities during the execution of the Contract.

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the payment items and to provide specific details. Reference shall, inter alia, be made to the Conditions of Contract, Scope of Work and Drawings (if any) for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Rates will be subjected to adjustment for inflation as provided for under Clauses 3.16 and 3.17 of the Conditions of Contract, whichever applies.

C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for inflation as described in clause C2.1.6 above.

C2.1.8 Disbursements: Disbursements shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the disbursement relates, as the Employer shall have instructed.

For each disbursement, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies and effect payment to the Service Provider such amounts included in the Contract Price for:

- the actual amounts paid (or due to be paid) by the Service Provider, and
- a fixed percentage mark-up of the actual amounts paid by applying the relevant percentage rate tendered in the Pricing Schedule.

The Service Provider shall produce all quotations, invoices, vouchers, accounts or receipts in substantiation of any claim under a disbursement.

C2.1.9 Subject to the conditions stated under clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the Pricing Schedule shall be final and binding with regard to submitting the tender.

Arithmetical errors shall be corrected as stated under Clause F.3.9 of the Conditions of Tender.

In such an event the tenderer will be notified, but failing agreement between the parties, the decision of the Employer shall be final and binding. When applicable, adjustment of the offered total of prices will take place prior to the signing of the Contract. Tenderers are urged to ensure the correctness of their tendered rates and lump sums, the extensions thereof and summation of the offered total of prices.

C2.1.10 A tender may be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, after having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.11 All rates and sums in the Pricing Schedule shall be in South African Rand and whole cents.

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

<b>C2.2: PRICING SCHEDULE</b>
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**PART A:****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): IN-HOUSE CONSTRUCTION**

TENDER NO: SCMU10–20/21–00XX

Pricing Schedule - Part A: In-house Construction					
Ref	Category of Work	Unit	Estimated Quantity	Rate	Amount
<b>A</b>	<b>Monthly Costs</b>				
A1	Senior Site Construction Engineer / Technologist	Hour	60		
A2	Site Construction Engineer / Technologist	Month	1		
A3	Senior Construction Project Manager	Month	1		
A4	Land Survey Technician	Month	1		
A5	Travel	km	6000		
A6	Accommodation	Bed Night	12		
A7	Miscellaneous Disbursements (Actual Cost)	Lump Sum			R 6,000.00
A8	Mark Up on Miscellaneous (Percentage of A5)	%			
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 – A7)</b>				
<b>C</b>	<b>Sub-Total Monthly Costs Year 1 (B x 12)</b>				
<b>D</b>	<b>Sub-Total Monthly Costs Year 2 (Year 1 Plus Est 5% Escalation – C x 1.05)</b>				
<b>E</b>	<b>Sub-Total Year 3 (Year 2 Plus Est 5% Escalation – D x 1.05)</b>				
<b>F</b>	<b>Sub-Total – Three Years (C + D +E)</b>				
<b>G</b>	Contingencies at 10% (F x 0.1)				
<b>H</b>	<b>Sub-Total – Add 10% Contingencies (F + G)</b>				
<b>I</b>	Vat at 15% (H x 0.15)				
<b>J</b>	<b>Final Total to be carried to Form of Offer and Acceptance – Add 15% Vat) (H+I)</b>				

SIGNED ON BEHALF OF THE TENDERER.....

**PART B:****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): OUT-SOURCED CONSTRUCTION**

TENDER NO: SCMU10–20/21–00XX

Pricing Schedule – Part B: Outsourced Construction					
Ref	Category of Work	Unit	Estimated Quantity	Rate	Amount
<b>A</b>	<b>Monthly Costs</b>				
A1	Senior Construction Contract Manager	Hour	60		
A2	Contract Project Engineer / Technologist	Month	1		
A3	Senior Construction Project Manger	Month	1		
A4	Travel	km	6000		
A5	Accommodation	Bed Night	12		
A6	Miscellaneous Disbursements (Actual Cost)	Lump Sum			R 6,000.00
A7	Mark Up on Miscellaneous (Percentage of A5)	%			
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 – A7)</b>				
<b>C</b>	<b>Sub-Total Monthly Costs Year 1 (B x 12)</b>				
<b>D</b>	<b>Sub-Total Monthly Costs Year 2 (Year 1 Plus Est 5% Escalation – C x 1.05)</b>				
<b>E</b>	<b>Sub-Total Year 3 (Year 2 Plus Est 5% Escalation – D x 1.05)</b>				
<b>F</b>	<b>Sub-Total – Three Years (C + D +E)</b>				
<b>G</b>	Contingencies at 10% (F x 0.1)				
<b>H</b>	<b>Sub-Total – Add 10% Contingencies (F + G)</b>				
<b>I</b>	Vat at 15% (H x 0.15)				
<b>J</b>	<b>Final Total to be carried to Form of Offer and Acceptance – Add 15% Vat) (H+I)</b>				

SIGNED ON BEHALF OF THE TENDERER.....

**PART C:****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): MAINTENANCE**

TENDER NO: SCMU10–20/21–00XX

<b>Pricing Schedule – Part C: Maintenance</b>					
<b>Ref</b>	<b>Category of Work</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>A</b>	<b>Monthly Costs</b>				
<b>A1</b>	Senior Maintenance Project Engineer / Technologist	Hour	60		
<b>A2</b>	Maintenance Project Engineer / Technologist	Month	1		
<b>A3</b>	Candidate Technologist	Month	1		
<b>A4</b>	Travel	km	6000		
<b>A5</b>	Accommodation	Bed Night	12		
<b>A6</b>	Miscellaneous Disbursements (Actual Cost)	Lump Sum			R 6,000.00
<b>A7</b>	Mark Up on Miscellaneous (Percentage of A5)	%			
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 – A7)</b>				
<b>C</b>	<b>Sub-Total Monthly Costs Year 1 (B x 12)</b>				
<b>D</b>	<b>Sub-Total Monthly Costs Year 2 (Year 1 Plus Est 5% Escalation – C x 1.05)</b>				
<b>E</b>	<b>Sub-Total Year 3 (Year 2 Plus Est 5% Escalation – D x 1.05)</b>				
<b>F</b>	<b>Sub-Total – Three Years (C + D +E)</b>				
<b>G</b>	Contingencies at 10% (F x 0.1)				
<b>H</b>	<b>Sub-Total – Add 10% Contingencies (F + G)</b>				
<b>I</b>	Vat at 15% (H x 0.14)				
<b>J</b>	<b>Final Total to be carried to Form of Offer and Acceptance – Add 15% Vat) (H+I)</b>				

SIGNED ON BEHALF OF THE TENDERER.....

**PART D:****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): DESIGN**

TENDER NO: SCMU10–20/21–00XX

<b>Pricing Schedule – Part D: Design</b>					
<b>Ref</b>	<b>Category of Work</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>A</b>	<b>Monthly Costs</b>				
<b>A1</b>	Design Engineer	Hour	80		
<b>A2</b>	Design Technologist	Month	1		
<b>A3</b>	Quantity Surveyor / Technologist	Month	1		
<b>A4</b>	Natural Scientist	Month	1		
<b>A5</b>	Materials/Soils Engineer or Technologist	Month	1		
<b>A6</b>	Travel	km	8000		
<b>A7</b>	Accommodation	Bed Night	16		
<b>A8</b>	Miscellaneous Disbursements (Actual Cost)	Lump Sum			R 15,000.00
<b>A9</b>	Mark Up on Miscellaneous (Percentage of A5)	%			
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 – A6)</b>				
<b>C</b>	<b>Sub-Total Monthly Costs Year 1 (B x 12)</b>				
<b>D</b>	<b>Sub-Total Monthly Costs Year 2 (Year 1 Plus Est 5% Escalation – C x 1.05)</b>				
<b>E</b>	<b>Sub-Total Year 3 (Year 2 Plus Est 5% Escalation – D x 1.05)</b>				
<b>F</b>	<b>Sub-Total – Three Years (C + D +E)</b>				
<b>G</b>	Contingencies at 10% (F x 0.1)				
<b>H</b>	<b>Sub-Total – Add 10% Contingencies (F + G)</b>				
<b>I</b>	Vat at 15% (H x 0.14)				
<b>J</b>	<b>Final Total to be carried to Form of Offer and Acceptance – Add 15% Vat) (H+I)</b>				

SIGNED ON BEHALF OF THE TENDERER.....

**PART E:****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (DIVISION): PLANNING**

TENDER NO: SCMU10-20/21-00XX

<b>Pricing Schedule – Part E: Planning</b>					
<b>Ref</b>	<b>Category of Work</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>A</b>	<b>Monthly Costs</b>				
<b>A1</b>	Structural Engineer / Technologist	Hour	60		
<b>A2</b>	Transport Engineer / Technologist or Transport Planner	Month	1		
<b>A3</b>	Senior Construction Project Manager	Month	1		
<b>A3</b>	Travel	km	6000		
<b>A4</b>	Accommodation	Bed Night	12		
<b>A5</b>	Miscellaneous Disbursements (Actual Cost)	Lump Sum			R 15,000.00
<b>A6</b>	Mark Up on Miscellaneous (Percentage of A5)	%			
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 - A6)</b>				
<b>C</b>	<b>Sub-Total Monthly Costs Year 1 (B x 12)</b>				
<b>D</b>	<b>Sub-Total Monthly Costs Year 2 (Year 1 Plus Est 5% Escalation - C x 1.05)</b>				
<b>E</b>	<b>Sub-Total Year 3 (Year 2 Plus Est 5% Escalation - D x 1.05)</b>				
<b>F</b>	<b>Sub-Total - Three Years (C + D +E)</b>				
<b>G</b>	Contingencies at 10% (F x 0.1)				
<b>H</b>	<b>Sub-Total - Add 10% Contingencies (F + G)</b>				
<b>I</b>	Vat at 15% (H x 0.14)				
<b>J</b>	<b>Final Total to be carried to Form of Offer and Acceptance - Add 15% Vat) (H+I)</b>				

SIGNED ON BEHALF OF THE TENDERER.....

**PART F.****PROFESSIONAL SERVICES FOR ENGINEERING AND TECHNICAL SUPPORT TO THE TRANSPORT INFRASTRUCTURE PROGRAMME (ALL DIVISION): PROVISIONAL SUM FOR LEARNER TRAINING FOR THE PERIOD OF 24 MONTHS**

<b>Pricing Schedule – Part F: Provisional - Sums</b>					
<b>Ref</b>	<b>Field of Study</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>A</b>	<b>Monthly Costs</b>				
<b>A1</b>	2 x Structural	Month	24	R10000	R 240 000.00
<b>A2</b>	3 X Civil Engineering	Month	24	15000	R 360 000.00
<b>A3</b>	2 X Construction Project Manager	Month	24	10000	R 240 000.00
<b>A4</b>	1 x Quantity Surveyor	Month	24	5000	R 120 000.00
<b>A5</b>	1x Land Surveyor	Month	24	5000	R 120 000.00
<b>A6</b>	1 x Natural Science	Month	24	5000	R 120 000.00
<b>A7</b>	Handling cost for computer and software	Prov Sum			R 180 000.00
<b>B</b>	<b>Sub-Total Monthly Costs (Sum A1 – A7)</b>				<b>R 1 380 000.00</b>
<b>C</b>	Vat at 15%				R 207 000.00
<b>D</b>	<b>Final Total to be carried to Form of Offer and Acceptance</b>				<b>R 1 587 000.00</b>

**CONTRACT****PART 3 (OF 3): SCOPE OF WORK**

<b>C3.1</b>	<b>Employer's Objectives</b>	<b>66</b>
<b>C3.2</b>	<b>Site Location</b>	<b>66</b>
<b>C3.3</b>	<b>Description of the Works</b>	<b>66</b>

<b>C3.4</b>	<b>Work Programme</b>	<b>67</b>
<b>C3.5</b>	<b>Measurement and Payment</b>	<b>67</b>

**C3.1 EMPLOYER'S OBJECTIVES**

The Department of Transport in the Eastern Cape is experiencing a critical shortage of key personnel to undertake its mandate at its Head Office and Grahamstown (Makhanda). Although the Department has managed to appoint Technical Managers for its sub-programmes these persons do not have adequate technical staff to support them with collation of data, planning, design, project management and contracts management of projects within the province.

The Department therefore wishes to procure professional engineering and technical services from suitably qualified Professional Service Providers (PSP) for the provision of engineering and technical support to the Transport Infrastructure Programme (Division) for a period of **36 months**, with the option to extend the contract for a further 12 months, depending upon performance and the programme's need for support after completion of the first 36 month period.

**C3.2 SITE LOCATION**

The successful tenderer will be responsible for providing support to the Transport Infrastructure Programme (Division) Head Office, which is based in Bhisho/King William's Town as well as the Roads in-house Programme based in Grahamstown (Makhanda). All Key Personnel will be expected to travel during the course of their duties, as directed.

**C3.3 DESCRIPTION OF THE WORKS**

The successful bidder will be required to undertake various tasks from time to time, as required by the various sub-programme managers. These include, *inter alia*, the following:

## General

- Assistance with strategic planning
- Assistance with preparation of annual and specific Plans;
- Inputs into budgeting
- Monitoring of expenditure, for programmes and projects as well as by consultants and contractors;
- Project management and coordination
- Preparation of or input into weekly, monthly and ad-hoc reports for Department's head office on formats provided
- Assist to ensure contracted service providers complete and submit monthly reports including EPWP, etc.
- Liaison and coordination of work/planning between sub-programmes
- Mentoring of junior departmental staff

## In-house construction

- Mentoring
- Inputs into budgeting for materials, consultants and sub-contractors;
- Assistance to the programme with the management of in-house maintenance and construction activities;
- Assistance to the programme with the management of in-house plant and equipment

## Outsourced Construction

- Contracts management of outsourced projects
- Act as Client representative when required
- Monitor OHS and Environmental compliance (together with appointed SHE agents where applicable)
- Technical advisory assistance.

## Maintenance

- Contracts management of maintenance projects
- Act as Client Representative when required
- Monitor OHS and Environmental compliance (together with SHE agents where applicable)
- Technical advisory assistance ([including assessment and evaluation of claims against the State](#))

**Design**

- Oversee Design of small / localised roads and stormwater projects by in-house design technicians;
- Oversee design of small Hydraulic structures by in-house design technicians
- Oversee and assist with the preparation of drawings, maps, strip maps, bills of quantities and specifications
- Provide Structural, geometrics and materials expert opinion
- Mentor the in-house design technician team

**Planning**

- Assistance with assessment of signage, access, way-leaves, departures and de-proclamation applications received
- Provide structural expert opinion
- Assistance with input on relevant EIAs
- Provide Project management assistance, monitoring and mentoring
- Computer-Aided-Drawing (CAD) and Geographic Information System (GIS) drafting,
- Co-ordinate contract administration of Roads Asset Management System (RAMS) projects and reporting
- Technical and administrative support services
- Provide support, operating systems and mentoring Project Management Office (PMO)

The full-time designated Person will be required on a full-time basis in the office of the Department in Bhisho/King William's Town or Grahamstown (Makhanda), as listed. The part time staff should be available for the relevant sub-programme manager to access on both a monthly planned and occasional "as-and-when-required" basis. The successful tenderer should therefore be in a position to respond to requests quickly.

**C3.4 WORK PROGRAMME**

Once an appointment is made, the successful tenderer will be required to develop a project plan and programme for the works which he has to undertake for the Programme, and also to set up the official communication, liaison and reporting structures. This plan and programme should be set up to plan works on a quarterly basis and is to be monitored monthly and reviewed quarterly when the performance review is undertaken. The intention is to **spread the support resources of the successful tenderer over the full three-year period** in order to balance cashflow and the use of these resources.

**C3.5 MEASUREMENT AND PAYMENT**

For Key Personnel allocated on a part-time (hourly) basis, the unit of measurement for shall be a rate per hour for the category of staff proposed, and the number of hours for which work has been undertaken by the staff, including travel time. The consultant will be required to provide a timesheet detailing each activity with the monthly fee claim. The consultant will be expected to provide all the necessary infrastructure, equipment and resources to undertake the project and the cost thereof will be deemed to be included in the tendered hourly rates.

For Key Personnel allocated on full-time (monthly) basis, the unit of measurement shall be per month, including the period of normal leave (maximum 22 days per year), sick leave (maximum 36 days over the 36 month contract period), and gazetted public holidays. The Department will provide the necessary infrastructure (office space, telephone, network access). The Service provider will be expected to provide any computer equipment and other resources to undertake the project and the cost thereof will be deemed to be included in the tendered monthly rates.

For Travel, the unit of measurement shall be the number of kilometres travelled by the consultant's staff when required to travel to meetings and projects away from Bhisho / King William's Town or Grahamstown (Makhanda) on behalf of the Department. Full time appointments are to be based in Bhisho/King William's Town and Grahamstown (Makhanda), as indicated, and no travel allowance to and from these workplaces for these categories of work will be paid.

For Accommodation, the Service Provider must indicate a fixed nightly rate for accommodation, which will be the rate at which the service provider will be re-imbursed, regardless of the actual costs of the accommodation. Any accommodation claims must be accompanied by a copy of the actual invoice as proof that an accommodation expense was incurred.

The tendered percentage mark-up on disbursements shall be full compensation for all activities associated with the sourcing, management and implementation of the associated disbursements.

## **APPENDICES**

**NONE**



**CHECKLIST ON SUBMISSION OF REQUEST FOR TENDERS**

(Please tick ✓ the relevant box)

	No	Yes	Comments
1. Is the Project appearing on the Operational Plan (state reference number if applicable)		✓	It features in the 2021/22 financial year's Annual Operational Plan.
2. Is the Project appearing on the Procurement Plan (state reference/unique number)		✓	It is in the draft 2021/22 procurement plans of various sub-programmes
3. Is budget availability confirmed (attach BAS report)		✓	It is catered for in the 2021/22 budget

**NB:** All current services are coming to an end in the first quarter on 2021/2022

**Project Authorization Comment**

\_\_\_\_\_  
 Engineer: Transport Systems Planning  
 (Acting sub-programme manager)

**Mr. AZ. Soko**  
 Name and Surname

**18 /02 /2021**  
 Date

**APPROVED / NOT APPROVED**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature: Project Director  
**Programme Manager**

**Mr. ZH Ngovela**  
 Name and Surname

\_\_\_\_\_  
 Date

**APPROVED / NOT APPROVED**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature:

\_\_\_\_\_  
 Name and Surname

\_\_\_\_/\_\_\_\_/2020  
 Date

**Chairperson: Bid Specifications Development Committee**

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