



REQUEST FOR TENDERS

Tender No.: SCMU10–24/25–0006

FOR

SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

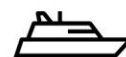
Issued by:

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 TENDERER:

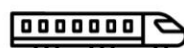


PROVINCE OF THE EASTERN CAPE: DEPARTMENT OF TRANSPORT

TENDER NO.: SCMU10-24/25-0006

SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

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THE TENDER

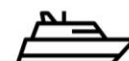


An efficient, safe, sustainable, affordable and accessible transport system

PART T1: TENDER PROCEDURES



An efficient, safe, sustainable, affordable and accessible transport system



T 1.1 NOTICE AND INVITATION TO TENDER

The Department of Transport of the Province of Eastern Cape, as the Employer, hereby invites tenders from specialist service providers to conduct automated road condition assessments on approximately 2100 km of paved provincial roads within the Eastern Cape.

SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

The PSP will need to have extensive experience in automated road condition assessments, coordination of automated road condition assessment projects, consultation and liaison.

In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended and 2022 Regulations thereto and Preferential Specific Goal Points, tenders shall be evaluated on price based on the 80/20 preference point system and 2022 Regulations thereto and Preferential Specific Goal Points.

Professional Services Providers to provide a bids for:

TENDER NO.: SCMU10-24/25-0006	
Description	Tender Closing Date and Time
Specialist Service Provider to Conduct Automated Road Condition Assessments (Profile and Deflection Measurements) on Paved Provincial Roads Within the Eastern Cape	Monday, 01 July 2024 at 11:00



Tenders are invited for **Specialist Service Provider to Conduct Automated Road Condition Assessments (Profile and Deflection Measurements) on Paved Provincial Roads within the Eastern Cape.**

The Province of the Eastern Cape Department of Transport, as the Employer, hereby invites tenders from Specialist Service Provider to Conduct Automated Road Condition Assessments (Profile and Deflection Measurements) on Paved Provincial Roads Within the Eastern Cape.

The Draft TMH 13: Automated Road Condition Assessments Manual, as published by COTO, Committee Draft Final, May 2016 shall be used as guideline to assess the paved roads. Only tenderers that have completed a minimum of two similar type and size projects in the past five years, offering equipment that complies with the minimum equipment specifications and who submit calibration, validation and certification of equipment will be deemed responsive.

Profile Measurements:

- Longitudinal road profiles from which road roughness can be calculated and reported in IRI (International Roughness Index) units.
- Transverse Profiles from which the mean rut depth in each wheel path can be derived and reported in mm.
- Texture Profile measured in the left wheel path from which the Mean Profile Texture Depth (MPD) can be derived and reported in mm.
- Right-of-way image survey.
- GPS survey to confirm on which roads surveys were done.

Deflection Measurements:

- Vertical deflection data at maximum of 200m intervals following the application of a dynamic load to the pavement.
- The collection of accurate GPS coordinates for each position at which vertical deflections were measured.

The 80:20 preferential points system will be applicable with 80 points for price and preference participation goals scoring a maximum of 20 points.

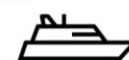
Tender documents are obtainable from www.etender.gov.za or www.ectransport.gov.za from **07 June 2024**.

Queries relating to the issue of these documents may be addressed to **Mr Drikus Bester**, Tel No. 041 581 2421, e mail: drikus@easpe.co.za

No compulsory clarification meeting will take place.

The closing time for receipt of tenders is **01 July 2024 at 11:00am**. Tenders shall be deposited at the tender at the Department of Transport, Entrance Foyer C, Stellenbosch Park Building, c/o Fleming Street & Cowan Close, King William's Town. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



T1.2 TENDER DATA

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**. (Refer www.cidb.org.za)

Tenderers shall obtain their own copy from the Construction Industry Development Board's website; refer www.cidb.org.za, Publications, CIDB Publications.

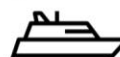
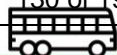
The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be 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 number	Description / Comment
1.1	The Employer is the Department of Transport, Province of the Eastern Cape
1.2	<p>The Project Document issued by the Employer comprises the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard Conditions of tender</p> <p>Part T2: Returnable documents: T2.1 Returnable schedules for tender evaluation T2.2 Other documents required for tender evaluation T2.3 Returnable schedules that will be incorporated into the contract</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and Acceptance C1.2 Contract data C1.4 Agreement in terms of Occupational Health and Safety Act</p> <p>Part C2: Pricing data C2.1. Pricing instructions C2.2. Schedule of Quantities</p> <p>Part C3: Scope of work Appendices</p>
1.4	<p>The name and contact details of the employer's agent are as follows:</p> <p>Mr. S. Cibi / Mr. AZ Soko Department of Transport Private Bag X0023 BHISHO 5605 Cell. 083 357 7887 E-mail: sonwabo.cibi@ectransport.gov.za</p>
2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders and will be considered responsive:</p>

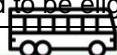
TENDER No.: SCMU10-24/25-0007
SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

Clause number	Description / Comment
	<ol style="list-style-type: none"> 1. Bidders must be able to demonstrate, through references and appointments, that they have completed a minimum of two similar type and size projects in the past five years. 2. All offered equipment shall comply with the minimum equipment specifications stated in the tender document. 3. Information on most recent calibration, validation and certification of the Tenderer's equipment shall be provided. Evidence in the form of certificates or reports shall be provided with the tender.
2.3	Delete the wording "... and notify the employer of any discrepancy ..." and replace with: "...and notify the employer's agent of any discrepancy....."
2.7	No compulsory clarification meeting will take place.
2.11	Add the following to this Clause: "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."
2.12	No alternative tender offers will be accepted by the Employer.
2.13.1 & 2.13.3	<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 is not to be disassembled. Any additional returnable are to be submitted in a separate ring-bound document.</p> <p>The tender offer shall be submitted without any copies.</p>
2.13.5	<p>The Employer's address for delivery of tender offers is: Tender Box Department of Transport Entrance Foyer C Stellenbosch Park Building c/o Fleming Street & Cowan Close, KING WILLIAM'S TOWN and identification details to be shown on the tender offers are: TENDER NO.: SCMU10-24/25-0006: SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE</p>
2.13 & 3.5	A two-envelope procedure will not be followed.
2.15	The closing time for submission of tender offers is the 01 July 2024 at 11:00am.
2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
2.16	The tender offer validity period is 90 days
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ol style="list-style-type: none"> a) Original valid Tax Clearance Certificate, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001), b) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate), c) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993,

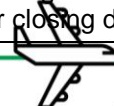


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Clause number	Description / Comment
	<ul style="list-style-type: none"> d) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002, e) Certified copy of Certificate of Incorporation (if tenderer is a Company), f) Certified copy of Founding Statement (if tenderer is a Closed Corporation), g) Certified copy of Partnership Agreement (if tenderer is a Partnership), h) Certified copy of Identity Document (if tenderer is a One-man concern), i) Joint Venture Agreement (if tenderer is a Joint Venture), and j) Curriculum vitae of the person who prepares the Health and Safety Plan.
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 09h00 and 16h00 and shall exclude all gazetted public holidays.</p>
3.2	Amend the wording “three days” to read “three working days.”
3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: 11:00 on 01 July 2024</p> <p>Location: Entrance Foyer C, Stellenbosch Park Building, c/o Fleming Street & Cowan Close</p>
3.5	A two-envelope procedure will not be followed.
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"> (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (b) significantly change the employer’s or the tenderer’s risks and responsibilities under the contract,
	<ul style="list-style-type: none"> (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified, or (d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements. <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 equipment, the tender shall be regarded as non-responsive.</p> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.”</p>
3.11.1	<p>Tenders will be evaluated in terms of that specified in the Tender Data as well as the Employer’s latest Supply Chain Management Policy.</p> <p>The method for the evaluation of responsive tenders shall be Method 1: Financial Offer and Preference as described under Clause F.3.11.2.</p>
3.11.7	The financial offer shall be scored using Formula 2, Option 1 within Table F.1 with the value of $W_1 = 80$.
3.11.8	<p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers on the basis of the data supplied under Part 2 – Returnable Documents and Schedules of the Tender Portion.</p> <p>Tender evaluation points will be awarded to responsive tenderers who complete T2.2.K (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations and who are found to be eligible for the preference so claimed.</p>



Clause number	Description / Comment																								
	<p>Preference points shall be scored in accordance with the Department: National Treasury's Revised Preferential Procurement Regulations.</p> <p>Preference points will be awarded to a tenderer for attaining the specific goal points in accordance with the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th colspan="3" style="text-align: center;">PREFERENTIAL SPECIFIC GOALS POINTS TABLE</th> </tr> <tr style="background-color: #f4a460;"> <th style="text-align: center;">The specific goals allocated points in terms of this tender</th> <th style="text-align: center;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="text-align: center;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td colspan="3">Historically Disadvantaged Individuals</td> </tr> <tr> <td>Black ownership</td> <td style="text-align: center;">10</td> <td style="text-align: center;">% ownership as per CIPC / CSD</td> </tr> <tr> <td>Locality</td> <td></td> <td></td> </tr> <tr> <td>(a) Preferred address in the Eastern Cape not changed in the last 3 years</td> <td style="text-align: center;">10</td> <td style="text-align: center;">CSD report</td> </tr> <tr> <td>b) Alternative address in the Eastern Cape in the last 3 years</td> <td style="text-align: center;">7</td> <td style="text-align: center;">CSD report</td> </tr> <tr> <td>(c) Outside Eastern Cape no satellite office in Eastern Cape: (i) including preferred address less than 3 years (ii) Alternative address less than 3 years</td> <td style="text-align: center;">5</td> <td></td> </tr> </tbody> </table> <p>Eligibility for preference points will be determined as follows:</p>	PREFERENTIAL SPECIFIC GOALS POINTS TABLE			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Historically Disadvantaged Individuals			Black ownership	10	% ownership as per CIPC / CSD	Locality			(a) Preferred address in the Eastern Cape not changed in the last 3 years	10	CSD report	b) Alternative address in the Eastern Cape in the last 3 years	7	CSD report	(c) Outside Eastern Cape no satellite office in Eastern Cape: (i) including preferred address less than 3 years (ii) Alternative address less than 3 years	5	
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	<p>a) Valuation of preference points is based on tenderers' scorecards in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009, or the Department of Trade and Industry (DTI) Generic Scorecard.</p> <p>b) The Verification Certificate must be current, meaning that it must have been issued more recently than 12 (twelve) months prior to the tender closing date.</p>																								



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	<ul style="list-style-type: none"> c) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate. d) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference. e) In the event of a joint venture or consortium, each member of such an association shall comply with the above requirements. f) Calculation of the specific goals points for a Joint venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.
3.13	<p>Replace the entire contents of Clauses F.3.13 e) and F.3.13 f) with the following:</p> <p>“</p> <ul style="list-style-type: none"> e) complies with all legal and statutory requirements, f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest, g) is in possession of an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations and can provide proof thereof, h) or any of its directors or shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, i) has not: <ul style="list-style-type: none"> (i) abused the employer’s Supply Chain Management System, or (ii) failed to perform on any previous contract and has been given a written notice to this effect, j) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process, k) is registered and in good standing with the compensation fund or with a licensed compensation insurer; l) has, in terms of the Construction Regulations (2003) and the Occupational Health and Safety Act (1993), the necessary competencies and resources to carry out the work safely, m) has correctly completed and signed the Form of Offer and Acceptance.”
3.17	The number of copies of the signed contract to be provided by the employer is one .

T1.3 STANDARD CONDITIONS OF TENDER

These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015.

1 GENERAL

1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive to improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person the act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

1.2 Tender Documents

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

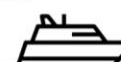
1.3 Interpretation

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

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

1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs the employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis



- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and employer's agent

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

1.5 The employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

1.6.1 General

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

F1.6.2 Competitive negotiation procedure

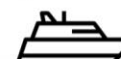
1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers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

F1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

1.6.3 Proposal procedure using the two stage-system



1.6.3.1 Option 1

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

1.6.3.2 Option 2

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

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

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

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

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

2.2 Cost of tendering

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

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

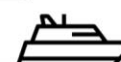
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

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

2.6 Acknowledge addenda

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



2.7 Clarification meeting

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

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

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

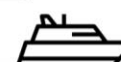
2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

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

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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



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

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

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

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

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

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

2.14 Information and data to be completed in all respects

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

2.15 Closing time

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

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

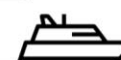
2.16 Tender offer validity

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

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

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

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



2.17 Clarification of tender offer after submission

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

Note: Sub-clause F217 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

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

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

2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

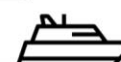
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

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

2.23 Certificates

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



3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to clarification

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

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

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

3.3 Return late tender offers

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

3.4 Opening of tender submissions

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

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

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

3.5 Two-envelope system

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

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

3.6 Non-disclosure



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

3.7 Grounds for rejection and disqualification

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

3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

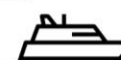
3.9 Arithmetical errors

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

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

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

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.



3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

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

3.10 Clarification of a tender offer

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

3.11 Evaluation of tender offers

3.11.1 General

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

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

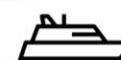
- a) Score each tender in respect of the financial offer made and preferences claimed, W any, in accordance with the provisions of 3.1 1.7 and 3.1 1.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated



3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

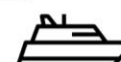
$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.



3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.7 Scoring Financial Offers

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

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

where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m / P$
^a P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.			

3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.9 Scoring quality (functionality)

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

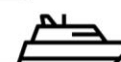
$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;

M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 Insurance provided by the employer

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



3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

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

3.15 Complete adjudicator's contract

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

F3.16 Notice to unsuccessful tenderers

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

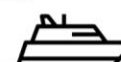
3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

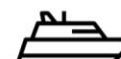
Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

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



PART T2: RETURNABLE DOCUMENTS



An efficient, safe, sustainable, affordable and accessible transport system

Tender Qualification Criteria:

T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- A- Certificate of Attendance at site visit and clarification meeting
- B- Certificate of Authority
- C- Joint Venture / Consortium Disclosure Form
- D- The SBD 4, 8 and 9 forms **MUST** be fully completed and submitted with the tender
- E- Compulsory Enterprise Questionnaire
- F- Certificate Of Compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014
- G- Tax Clearance Certificate
- H- Tenderer's Financial Standing
- I- PSPs must submit Centralized Suppliers Database [CSD] Registration Report for confirmation of being registered on the Database.
- J- Special Conditions

Failure to meet the above compliance requirements will render the tender[s] non responsive and disqualified.

T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

- K- Preferential Procurement Regulation 2022
- L- Record of Addenda to Tender Documents
- M- Certificate of Insurance Cover
- N- Equipment Specifications and Calibrations
- O- Company Experience
- P- Personnel Schedule
- Q- Total Contract Quality Plan
- R- Declaration Concerning Fulfillment of Construction Regulations

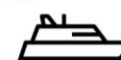
C1 AGREEMENTS & CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Agreement In Terms of The Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

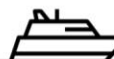
C2 PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Pricing Schedule

C3 SCOPE OF WORKS



T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES



An efficient, safe, sustainable, affordable and accessible transport system



T2.1.A CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION MEETING

This is to certify that I, (tenderer)
of (address) was represented by
the person(s) named below at the compulsory meeting held for all tenderers at (location)
..... on (date)..... starting at (time).....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

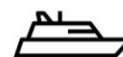
Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date:



T2.1.B CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director:

As Witnesses: 1.....
 2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
 hereby authorize Mr/Ms
 acting in the capacity of , to sign all documents in
 connection with this tender and any contract resulting from it, on our behalf

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

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

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid/Tender, in Consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the DEPARTMENT OF TRANSPORT in respect of the following project:

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms:

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

and who will sign as follows:

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)



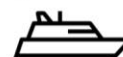
TENDER No.: SCMU10-24/25-0007
 SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

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

Note:

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

ENTERPRISE STAMP



SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

- 1. _____

- 2. _____

- 3. _____

- 4. _____

- 5. _____

- 6. _____

- 7. _____

Held at _____ *(place)*

On _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the DEPARTMENT OF TRANSPORT in respect of the following project:

(project description as per Bid / Tender Document)

B. Mr/Mrs/Ms: _____

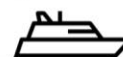
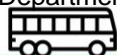
in *his/her Capacity as: : _____ *(Position in the Enterprise)*

and who will sign as follows: : _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

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



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- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligation under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

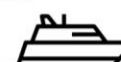
Fax number: _____ (code)

TENDER No.: SCMU10-24/25-0007
 SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

Note:

1. * Delete which is not applicable.
2. NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the business trading as

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here.



T2.1.C JOINT VENTURE / CONSORTIUM DISCLOSURE FORM

Tenderers submitting tenders as a joint venture or consortium are to attach a signed copy of the Joint Venture / Consortium Agreement **duly signed by all parties**.

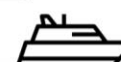
Where a Joint Venture / Consortium Agreement has not yet been formalized, the tenderer is to attach a Letter of Intent of a Joint Venture / Consortium, **duly signed by all parties**.

The percentage (%) shareholding as well as the participation details of each member shall be clearly stated.

Please note Form SBD6.1:

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that **the entity submits their B-BBEE status level certificate**.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that **the entity submits their consolidated B-BBEE scorecard** as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender

NOTE: The bidder of each company to a consortium /joint venture must be registered on the Central Supplier Database (CSD) prior to award.



T2.1.D

1. SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

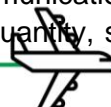
.....

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices,



including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

T2.1.E 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.

Attach to this form the most recent financial statements of the tendering entity.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

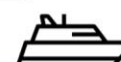
Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature <input type="checkbox"/> an employee or a member of board of directors of CIDB |
|--|---|



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

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

*insert separate page if necessary

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

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

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature <input type="checkbox"/> an employee or a member of board of directors of CIDB |
|--|---|

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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;



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SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

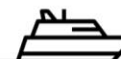
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise Name _____



T2.1.F CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014

Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNATURE ON BEHALF OF TENDERER:

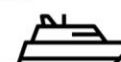


T2.1.G TAX CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING THAT-

1. The taxes of a successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The "Application for Tax Clearance Certificate (in respect of bidders), must be completed in all respects and submitted to the Receiver of Revenue where the bidders register for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate **WILL** invalidate the bid.
3. In the bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

SIGNATURE ON BEHALF OF TENDERER:



T2.1.H TENDERER'S FINANCIAL STANDING

Note to tenderer:

1. In terms of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the tenderer's bank.
2. To that end the tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.
3. However, should the tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number:..... Type of account:

Telephone number:..... Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the tenderer.

SIGNATURE ON BEHALF OF TENDERER:



T2.1.I CENTRAL SUPPLIER DATABASE

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury. (In the case of **Joint Ventures**, **proof must be provided for each partner**).

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

Supplier Name:.....

Supplier Number:.....



T2.1.J SPECIAL CONDITIONS

1. Joint Venture or Consortium Agreement

An acceptable Joint Venture or Consortium Agreement

- Should clearly and comprehensibly set out the contribution to be made by each member towards the activities of the Joint Venture or Consortium in securing and executing the contract and should allocate monetary values to such contributions.
- Should record the percentage participation by each member in all aspects of the fortunes of the Joint Venture or Consortium, including risks, losses and liabilities.
- Should provide for meaningful input by all members to the policy making and management activities of the Joint Venture or Consortium.
- Should provide for the establishment of a management body for the Joint Venture or Consortium.
- Should provide measures to limit, as far as possible, losses to the Joint Venture or Consortium by the default of a member.
- Should promote consensus between the members whilst ensuring that the activities of the Joint Venture or Consortium will not be unduly hindered by failure to achieve it.
- Should have all the partner's physical addresses.

2. Penalties

In the event that the Tenderer fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under-runs, the elimination of items contracted to targeted enterprises, or any other reason beyond the Tenderer's control which may be acceptable to the employer, the penalties provided for below shall apply:

3.1 The Tenderer may be required to pay to the employer penalties (P) in the amount Determined in accordance with the following formulae:

(a) For specified minimum and maximum contract participation goal percentages, the formula shall be as follows:

$$P = F \times (D - Do)$$

Where: D	=	the tendered contract participation goal amount
Do	=	the contract participation goal amount which the employer's representative certifies as being achieved upon completion of the contract
P	=	the Rand value of penalty payable
F	=	1/30

3.2 The Tenderer's claims for payment may be rejected as being incomplete should the appropriate supporting documentation not be provided.

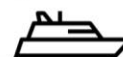
Signed

Date

Name

Position

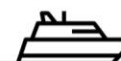
Tenderer



T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT



An efficient, safe, sustainable, affordable and accessible transport system



T2.2K.

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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



2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$			
Where			

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

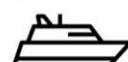
3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$			
Where			

- Ps = Points scored for price of tender under consideration



SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

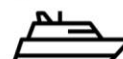
- Calculation of the specific goals points for a Joint venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals		
Black ownership	10	
Locality:-		
(a) Preferred address in the Eastern Cape on CSD not changed in the last 3 years	10	
b) Alternative address on CSD in the Eastern Cape in the last 3 years	7	
(c) Outside Eastern Cape no satellite office in Eastern Cape:	5	
(i) including preferred address less than 3 years		
(ii) Alternative address less than 3 years		



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

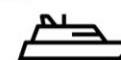
DATE:

T2.2L. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the tender documents, received from the Employer or his representative before the closing date for submission of this tender offer, have been taken into account in this tender offer.

No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE ON BEHALF OF TENDERER:



T2.2M. 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 their insurance cover and attach to this page a copy of proof of the stated Professional Indemnity cover:

NB: If the requested information is not provided then the Tender shall be deemed non-responsive and rejected

(i) Name of Tenderer:

(ii) Period of Validity:

(iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company:

Value:

- General Public Liability

Company:

Value:

- Third Party Liability

Company:

Value:

NB: Proof of the insurance cover as required of the successful tenderer in clause 5.4.1 in Section C1.2 must be provided within 14 days of award of this contract.

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



T2.2N. 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 **reference letters and appointment letters**) of similar projects currently in progress or carried out in the past five years, as per the schedule below:

SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE			
PROJECT DESCRIPTION/DETAILS	YEAR COMPLETED	VALUE OF WORKS	EMPLOYER REFERENCE Include Contact Tel. No.

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.

SIGNATURE ON BEHALF OF TENDERER:

T2.20. PERSONNEL SCHEDULE

Tenderers shall enter in the table below information in respect of the key personnel who will be engaged on the project. Detailed and project specific Curricula Vitae to support the stated information must be attached this form.

Designation	Name
A. Project Manager	
B. Profile Equipment Operator	
C. Deflection Equipment Operator	
D. Quality Control Manager	

KEY PERSON PARTICULARS

1. The purpose of this form is for the tenderer to furnish pertinent details with regards to the proposed Key personnel.
2. The Tender may use his own form in the event that more details as the items in the forms allowed for, are available.
3. Attach Curriculum vitae of the proposed personnel to these forms.

A. Project Manager

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Completion date

TENDER No.: SCMU10-24/25-0007
 SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

Experience with performing Automated Road Condition Assessments (list only details for the last 5 years)

Client	Date completed	Fee value	Position held

B. Profile Equipment Operator

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Completion date

Experience with performing Profile Measurements (Roughness, Rutting, Skid Resistance and Texture) (list only details for the last 5 years)

Client	Date completed	Fee value	Position held

C. Deflection Equipment Operator

Personal Details

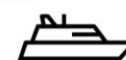
Name	Identity Number

Qualifications

Highest qualification	Institution	Completion date

Experience with performing Falling Weight Deflectometer (FWD) tests (list only details for the last 5 years)

Client	Date completed	Fee value	Position held



D. Quality Control Manager

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Completion date

Relevant Experience (list only details for the last 5 years)

Client		Date completed	Fee value	Position held

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

T2.2P. EQUIPMENT SPECIFICATIONS AND CALIBRATIONS

Tenderers shall record details of their equipment specifications and calibrations in this returnable document.

Section A. Profile Measurements (Roughness, Rutting and Texture)

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

Tenderers shall record details of their profiler equipment specifications in this section. Tenderers are referred to the South African document: TMH 13, Automated Road Condition Assessments, Committee draft Final, May 2016, of the Committee of Transport Officials (COTO).

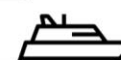
Section A.1 Global Positioning System (GPS)

A summary of the required minimum GPS equipment specifications is provided in Table 1. A column is provided for the Tenderer to supply technical specifications of the GPS he intends to use.

Table 1: Equipment Specification for GPS System

Parameter	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Receiver Type / Tracking	12 Channel L1 /C/A	
Resolution (Static)	1m (horizontal and vertical)	
Sampling frequency/interval	10 Hz	
Initialisation Time	< 20 sec	
System Output	NMEA-0183 or equivalent	
Operating Temperature Range	0 to 50 °C	

- The Tenderer shall describe the method of applying differential correction on the GPS system as part of the Total Contract Quality Plan.
- In the case of real time differential correction, describe the method used for applying correction when no signal is received.
- The Tenderer shall describe the inertial system for use when no GPS signal is available.
- The Tenderer shall indicate what satellite network will be used for GPS data collection.



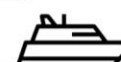
Section A.2 Longitudinal Profiler

A summary of the required minimum equipment specifications is provided in Table 2. A column is provided for the Tenderer to supply technical specifications of the profiler he intends to use.

Table 2: Equipment Specifications – Longitudinal Profiler

Description	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Sensor Type	Class 2, inertial profilometer	
Method of Measurement	Laser – IMS combination	
Number of Height Sensors	At least 2 (one in each wheel path)	
Measured Speed	80 km/h	
Vertical Resolution	0.05 mm	
Longitudinal sample interval	50 mm	
Measuring Range	200 mm	
Longitudinal Sample Interval	176 mm or less	
Repeatability	0.1 mm	
Operating temperature	0 to 50 °C	
Lateral Spacing Between Sensors	*1700 to 1800 mm	

- The longitudinal profile shall be recorded in both wheel paths of the slow lane. An IRI value shall be reported for every 100 metres.
- The profile operator shall aim to drive 600mm to the left of the centre line of the road. This is required to ensure that the data is collected in the same longitudinal path year after year, irrespective of the position of the rut.
- The profiler shall have the capacity to calculate profiles and IRI values during the course of measurement in order for the operator to detect equipment failure during the survey.
- The computer screen shall show a graphical display of the measurement of the height sensor and the accelerometer to enable the operator to assess the correct working of these components during the course of the survey.
- Control testing to be done from time to time.
- Validation and control testing of profilers is required.
- The Tenderer shall supply a detailed description of the device used for recording longitudinal profiles.
- The Tenderer shall describe the data collection method and algorithms for the computation of the IRI.



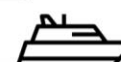
Section A.3 Transverse Profiler (Rutting)

A summary of the required minimum equipment specifications is provided in Table 3. A column is provided for the Tenderer to supply technical specifications of the profiler he intends to use.

Table 3: Equipment Specifications – Transverse Profiler (Rutting)

Description	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Method of Measurement (Laser, ultrasonic etc.)	Laser	
Resolution	0.05 mm	
Longitudinal sampling interval	50 mm	
Measuring range	100 mm	
Repeatability	0.1 mm	
Frequency Response	DC to 16 kHz	
Operating Temperature	0 – 50 °C	
Long Term Drift	<0.3 %	
Number of Sensors	>13	
Maximum width of transverse profile measured	3.4 metres	
Measurement speed	80 km/h	
Stand-off Distance	>= 30 mm	
Straight edge length used for rut depth calculation	2 metres	

- The mean rut depth of both wheel paths of the slow lane shall be reported per 100m.
- The Tenderer shall supply a detailed description of the device used for recording transverse profiles.
- The Tenderer shall describe the data collection method and algorithms for the computation of rutting.
- The Tenderer shall also describe the procedures used to correct transverse profile data when narrow roads, kerbs or narrow bridges result in the outer sensors measuring artificially high values.
- If the transducers used for the collection of Transverse Profiles are sensitive to temperature and humidity, the Tenderer shall specify the acceptable temperature and humidity ranges for accurate operation and describe procedures used to overcome possible problems due to these limitations.



Section A.4 Texture Profiler

A summary of the required minimum equipment specifications is provided in Table 4. A column is provided for the Tenderer to supply technical specifications of the profiler he intends to use.

Table 4: Equipment Specifications – Texture Profiler

Description	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Sensor	Laser	
Min no of Sensors	Texture depth measurement in both wheel paths and between as reference	
Sensor Measuring Range	0 to 200 mm	
Sensor Accuracy	0.1 mm	
Sensor Repeat ability	0.02 mm	
Frequency Response	DC to 32 kHz	
Resolution	0.5 mm or less	
Operating Temperature	0 to 50 °C	

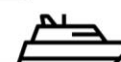
- The Sensor Measured Texture Depth (SMTD) of the left wheel path shall be reported in intervals of every 100 metres.

Section A.5 Video Imaging Device

A summary of the required minimum equipment specifications is provided in Table 5. The purpose of the imaging is to view the full pavement width in front of the vehicle (Right of Way Imaging). A column is provided for the Tenderer to supply technical specifications he intends to use.

Table 5: Equipment Specifications – Video Imaging Device

Description	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Camera type	Progressive scan	
Number of forward looking cameras	1	
Number of backward looking cameras	1	
Photo interval	10m	
Digital	Yes	
Image size	Minimum VGA (640 x 480)	
View	Row	
Field of view	50 to 60 deg	
Compression	Jpeg (90%)	
File size per image	Approx 50 kB	



B. Deflection Measurements (FWD)

Section B.1 Surface Deflection

A summary of the required minimum equipment specifications is provided in Table 6, 7 and 8. A column is provided for the Tenderer to supply technical specifications of the equipment he intends to use.

Table 6: Equipment Specifications –Displacement Sensors

Description	Minimum Specification	Tenderer's Specification (to be completed by the Tenderer)
Component Type	Geophone, accelerometer or equivalent	
Number of positions	9 at off-sets (mm) 0,200, 300, 450, 600, 900, 1200, 1 500, 1 800	
Resolution	0.1 µm	
Measuring Range	0 to 2000 µm	
Repeatability	5 µm	
Recorded Resolution	1 µm	
Frequency Response	DC to 1 kHz	
Temperature Stability	50 ppm/ °C	
Operating Temperature	0 °C t 50 °C	
Long term drift	< 0.25%	

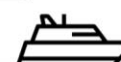


Table 7: Equipment Specifications –Load Cell

Description	Minimum Specifications	Tenderer's Specification (to be completed by the Tenderer)
Component Type	Strain Gauged Bridge	
Number of positions	At 0 mm off-sets	
Resolution	50 N	
Measuring Range	0 to 120kN	
Repeatability	0.5%	
Recorded Resolution	100 N	
Frequency Response	DC to 1 kHz	
Temperature Stability	50 ppm/ °C	
Operating Temperature	0 °C t 50 °C	
Long term drift	< 0.25%	

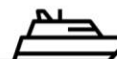


Table 8: Equipment Specifications – Data Acquisition System

Description	Minimum Specifications	Tenderer's Specification (to be completed by the Tenderer)
Component Type	Supply information in required format	
Number of positions	Not Applicable	
Resolution	16 Bit	
Measuring Range	'> Sensor Output	
Repeatability	±1 LSB	
Recorded Resolution	Not Applicable	
Frequency Response	Sample Rate ≥ 100 kHz	
Temperature Stability	25 ppm/ °C	
Operating Temperature	0 °C t 50 °C	
Long term drift	< 0.002% ±1 LSB	



C. Profile Equipment Calibration and Validation

Section C1. Profile Equipment Calibration

Calibration deals with conformance of individual equipment components with international standards. Tenderers shall record details of their equipment component calibration in the table below for all critical components. Copies of the calibration documentation mentioned in the table shall be attached. A certificate of declaration stating the date and outcome of the most recent equipment component calibration shall be submitted, also stating the name of the accredited body that issued the calibration certificates. The Survey Vehicle’s Registration Number shall also be entered in the relevant table.

Equipment component	Description of calibration	Calibration executed by and date
Survey vehicle registration number:		
Longitudinal profiler		
2 height sensors		
2 accelerometers		
Transverse profiler		
13 height sensors		
Texture profiler		
1 height sensor		
GPS		
GPS device		
Distance measuring device		
Distance measuring transducers		
Imaging equipment		

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

Section C2. Profile Equipment Validation

Equipment validation deals with the checks to ensure the accuracy of the measured system as a whole.

Evidence of previous validations: Tenderers are typically used extensively for similar surveys and may have had validations done the last year or two. If these validations comply with the requirements of validation as stated in TMH13 for roughness and rut measurements, (Table C.8: Validation Requirements for Longitudinal Profilers; Table D.3: Validation Requirements Transverse Profilers) Tenderers are requested to submit the relevant validation reports. If no validations as documented in TMH 10/13 have been done the past two years, Tenderers shall specifically state so in the table below. Validation Reports shall be attached to the Total Contract Quality Plan.

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

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

If **Yes**, complete the table below.

Profiler Equipment Validation Record

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

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

Equipment validations in terms of TMH13: Should no validation have been done the past two years, or the submitted validation reports are not acceptable to the Employer, the Employer may request that validation be executed prior to the start of the contract. The Guidelines for Validation acceptance criteria of table C.9 and table D.4 of TMH13 will be used for this validation.

Section D Deflection Equipment Calibration and Validation

Section D.1 Deflection Equipment Calibration

Calibration deals with conformance of individual equipment components with international standards. Tenderers shall record details of their equipment component calibration in the Table below for all critical components. Copies of the calibration documentation mentioned in the table shall be attached. A certificate of declaration stating the date and outcome of the most recent equipment component calibration shall be submitted, also stating the name of the accredited body that issued the calibration certificates. The Survey Vehicle’s Registration Number and Trailer’s Registration Number shall also be entered in the relevant table.

Individual equipment component calibration

Equipment component	Description of calibration	Calibration executed by and date.
Survey vehicle / trailer registration number :		
FWD component		
Displacement sensors		
Load cell		
Data acquisition		
Data acquisition system		
GPS		
GPS device		

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

Section D.2 Deflection Equipment Validation

Equipment validation deals with the checks to ensure the accuracy of the measurement system as a whole. They are detailed below. Evidence of previous validations: Tenderers are typically used extensively for similar surveys and may have had validations done the last year or two. Validation essentially comprises a referencing exercise conducted on predetermined validation (or reference) sites. If these validations comply with the requirements of validation as stated in draft TMH 13 for FWD measurements, Tenderers are requested to submit the relevant validation reports. If no validations as documented in TMH 13 have been done the past two years, Tenderers shall specifically state so in the table below. Validation Reports shall be attached to the Total Contract Quality Plan.

Have any validations been done the past two years? **Yes / No:**If **Yes**, complete the table below.

Deflection Equipment Validation Record

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

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

Equipment validations in terms of TMH13: should no validations have been done the past two years, or the submitted validation reports are not acceptable to the Employer, the Employer may request that validation be executed prior to the start of the contract. The Guidelines for Validation of THM13 will be used for this validation.

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

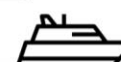
Tenderer

T2.2Q. TOTAL CONTRACT QUALITY PLAN

Quality is intrinsic to the survey's success. Tenderers shall submit a Total Contract Quality Plan with their tender submissions. The Total Contract Quality Plan shall at least include the following:

- Project Plan that describes all processes and time framework in which the survey will be completed. No exact dates need to be stated in the project plan but rather a relative timeframe including measurements of Reference Sections before and after the network measurements (e.g. 2 months after the date of appointment).
- Calibration procedures and certificates for all equipment to be used by the Tenderer shall be part of the Total Contract Quality Plan.
- Contingency Plan including backup equipment, a second trained operator, planning for inclement weather, etc.
- The Tenderer shall specify a system whereby he will complete a form or a logbook to note the outcome of the daily checks, which is to be performed on the profilers.
- The Tenderer shall describe the format and contents of the raw data files collected by the profilers.
- The Tenderer shall discuss general quality issues like:
 - assuring integrity of the data,
 - how to ensure consistency of data if the appointed operator cannot proceed with the survey, etc.
- The Total Contract Quality Plan shall include a draft Safety Plan.
- The draft Safety Plan shall provide evidence of the Tenderer's planning regarding the following aspects of safety and include at least the following headings:
 - Safety precautions for surveys
 - Safety procedures during execution of the surveys
 - Emergency procedures in cases of incidents
 - Compliance with OHSA as relevant

The Employer and/or Employer's agent will assess the Total Contract Quality Plan (including draft Safety Plan) and comment to the successful tenderers on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.



T2.2R. DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2003), hereinafter referred to as the Regulations, promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	
No	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

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3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

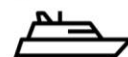
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5. List potential key risks identified and measures for addressing risks:

.....

.....

.....



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6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

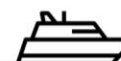
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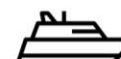


THE CONTRACT



An efficient, safe, sustainable, affordable and accessible transport system

PART C1: AGREEMENTS & CONTRACT DATA



An efficient, safe, sustainable, affordable and accessible transport system

C1.1 FORM OF OFFER AND ACCEPTANCE:

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, 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.

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

For the Tenderer:

Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date



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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document including the schedule of deviations (if any). Unless the tenderer (now service provider) within five 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.

For the Employer:

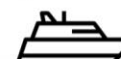
Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date



SCHEDULE OF DEVIATIONS

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or 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:

Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date

For the Employer:

Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date

C1.2. CONTRACT DATA

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.

The pro-forma documents and pages attached to the Standard Professional Services Contract on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound under this Contract Document.

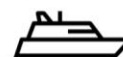
The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract 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

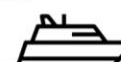
Part 1: Data provided by the Employer

Clause	Description / Wording
1.	The Employer is: The Province of the Eastern Cape, Department of Transport (ECDOT).
1.	The period of performance is: Six (6) months
1.	The project is The Provision of Specialist Services to Conduct Automated Road Condition Assessments (Profile and Deflection Measurements) on Paved Provincial Roads within the Eastern Cape.
1.	The Start Date is when the Agreement comes into effect (Refer Form of Offer and Acceptance).
1.	Add the following new definition to Clause 1: <u>Conditions of Contract</u> The General Conditions of Contract as amended in the Contract Data."
3.4.1	The authorised and designated representative of the Employer is: Contact Person: AZ Soko / S Cibi Telephone: 083 301 2023 / 083 357 7887 Electronic mail: sonwabo.cibi@ectransport.gov.za



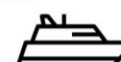
TENDER No.: SCMU10-24/25-0007
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3.5	The Services shall be performed on provincial roads under jurisdiction of the Eastern Cape, Department of Transport (ECDOT).
3.6	The Service Provider may not release public or media statements or publish material related to the Services or the Project under any circumstances without the approval of the Employer.
3.12.1	The penalty payable is R 2 000 per day subject to a maximum amount of R 100 000.
3.15.1	The programme shall be submitted within 14 days of the award of the Contract.
3.16 & 3.17	CPA is not applicable on this contract. The tendered rates shall be fixed.
4.3.2	The authorised and designated representative of the Employer is: Contact Person: AZ Soko / S Cibi Telephone: 083 301 2023 / 083 357 7887 Electronic mail: sonwabo.cibi@ectransport.gov.za
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. The Service Provider is required to provided the following insurances: a) Insurance against Professional Indemnity Cover is: R 5 million (minimum) Period of cover: From the Start Date up to one (1) year after the completion of the Contract 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 c) Third Party Liability Cover is: R10 million Period of cover: From the Start Date up to the completion of the Contract
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: (i) Appointing / utilising any other authorised and designated representative not listed by name in the Contract Data (Refer Clause 5.3). (ii) Appointing / utilising any other Key Personnel not listed and / or approved of by name in terms of the Contract. (Refer Schedule: 3B: Proposed Key Personnel). (iii) Using replacement equipment or operating staff not approved in writing by the Employer. (iv) Appointing Subcontractors for the performance of any part of the Service. (v) Expending any Provisional Sum stated in the Contract. (vi) Over-expenditure on the Contract. (vii) Changing / amending the Scope of Work. (viii) Making statements to the media regarding the project.



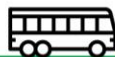
TENDER No.: SCMU10-24/25-0007
SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

7.1.2	Suitably experienced and qualified key personnel are to comply with and meet the stated criteria. All equipment is meet the minimum specification as listed in the contract.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) days of the Start Date.
8.4.3 c)	The period of suspension under this Clause shall be six (6) months
9.1	Copyright of documents prepared by the Service Provider during and for the Project shall be vested 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

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



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

5.5 and 7.1.2	<p>The Key Persons and their functions in relation to the Services are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Name</th> <th style="width: 50%; text-align: center;">Specific Duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties																		
Name	Specific Duties																				

C1.3. HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, AS AMENDED (ACT 85 OF 1993)

BETWEEN

THE DEPARTMENT OF ROADS AND PUBLIC WORKS
(Hereinafter referred to as the “Employer”)

AND

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

(Herein after referred to as the “Mandatory”)

Herein represented by in his/her capacity as, duly authorised by virtue of a resolution dated, attached hereto as **Annexure A**.

WHEREAS the Mandatory is the mandatory of the Employer as contemplated in an agreement in respect of:

Contract Number:

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

AND WHEREAS the Employer is desirous that the Services be done and has accepted a tender by the Mandatory for the execution of such Services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, as amended (Act 85 of 1993).

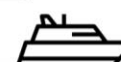
AND WHEREAS Section 37 of the Occupational Health and Safety Act, as amended (Act 85 of 1993), hereinafter referred to as the “Act”, imposes certain powers and duties upon the Employer.

AND WHEREAS the parties have agreed to enter into an agreement in terms of Section 37(2) of the Act.

NOW THEREFORE the parties agree as follows:

- (a) The Mandatory undertakes to acquaint the appropriate officials and employees of the Mandatory with all relevant provisions of the Act and Regulations promulgated in terms thereof.

- (b) The Mandatary undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with. Provided that should the Employer prescribe certain arrangements and procedures, that same shall be observed and adhered to by the Mandatary, his officials and employees. The Mandatary shall bear the onus of acquainting himself / herself / itself with all such arrangements and procedures.
- (c) The Mandatary hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the Act and Regulations and the Employer expressly absolves himself / herself / itself from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The Mandatary agrees that any duly authorised official/s of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Mandatary has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied or in use by the Mandatary, or to inspect any appropriate records held by the Mandatary or to take such steps it may deem necessary to remedy the default of the Mandatary at the cost of the Mandatary.
- (e) The Mandatary shall be obliged to report forthwith to the Employer any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work or Services performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.
- (f) The Mandatary shall execute the work and Services in accordance with the documents pertaining to this Contract.
- (g) This agreement shall hold good from the Start Date, which shall be the date of a written notice from the Employer requiring the Mandatary to commence the performance of the Service, to either the;
 - (i) date when the Service Provider has completed all deliverables in accordance with the Contract, or
 - (ii) date of termination of the Contract in terms of Clause 8.4 of the Conditions of Contract.
- (h) The Mandatary declares himself to be conversant with the following:
 - (i) All the requirements, regulations and standards of the Act with special reference to the following Sections of the Act:
 - a) Section 8: General duties of employers to their employees
 - b) Section 9: General duties of employers and self-employed persons to persons other than employees
 - c) Section 37: Acts or omissions by employees or mandataries
 - d) Section 37(2) which relates to the purpose and meaning of this agreement
 - e) Any other safety regulations, as applicable.
 - (ii) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- (i) The Mandatary is responsible to ensure compliance with the Act by all his subcontractors, whether or not selected and / or approved by the Employer.



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- (j) The Mandatary warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- (k) The Mandatary undertakes to ensure that he and / or subcontractors and / or their respective employees will at all times comply with the following conditions:
 - (i) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Act.
 - (ii) The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2, a copy of such written delegation shall immediately be forwarded to the Employer.
 - (iii) All incidents referred to in the Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer must further be provided with copies of all written documentation relating / pertaining to any incident.
 - (iv) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident involving the Mandatary and / or his employees and / or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

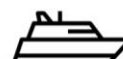
Capacity of authorized agents:

.....

for and on behalf of the Mandatary:

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

(Name and address of organization)



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Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:

for and on behalf of the Employer:

Signature of authorized agent:

Name of authorized agent:

Capacity of authorized agent:

for the **Employer:**

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

Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:



ANNEXURE A

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO 85 OF 1993)

The signatory for the company that is the Service Provider in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

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

.....
.....20.....

Mr / Ms whose signature appears below, has been duly authorised to sign the HEALTH AND SAFETY AGREEMENT IN TERMS

OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (ACT 85 OF 1993) on behalf of

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

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY

WITNESS 1: WITNESS 2:

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



PART C2: PRICING DATA



An efficient, safe, sustainable, affordable and accessible transport system

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.

Provisional Sum 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. 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.

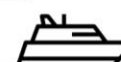
The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the actual quantities finally certified for payment. Work shall be valued at the rates and lump sums tendered.

C2.1.3 The rates and lump 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 ad 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 items 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.

The tenderer shall further fill in a rate against all items where the words "rate only" appears in the amount column. 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.



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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 Prices or rates will be subjected to adjustment for escalation as provided for under Clause 14.5 of the Conditions of Contract, if applicable.

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 escalation as described in clause C2.1.6 above.

C2.1.8 Provisional Sums (if applicable): Each Provisional Sum 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 Provisional Sum relates, as the Employer shall have instructed.

For each Provisional Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

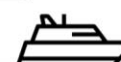
- The actual amounts paid (or due to be paid) by the Service Provider, and
- A sum for compilation and printing of procurement documentation, quotation / tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule.

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

C2.1.9 Subject to the conditions stated 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, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender.

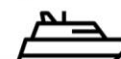
Arithmetical errors shall be corrected as stated under Clause F.3.9 of the Conditions of Tender.

In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. 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.



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- 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, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 All rates and sums of quoted 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.



C2.2: PRICING SCHEDULE

Item	Description	Unit	Quantity	Rate	Amount
Schedule A: Profile Measurements (Roughness, rutting & texture)					
A1	Profile Measurements	Lane-km	2100		
A2	Profile Validation Measurements	Section	3		
A3	Occupational Health and Safety Compliance	Sum	1		
Schedule B: Falling Weight Deflections (FWD)					
B1	Falling Weight Deflection (FWD) Measurements	Lane-km	2100		
B2	Falling Weight Deflection(FWD) Validation	Section	3		
B3	Occupational Health and Safety Compliance	Sum	1		
Subtotal A (Schedule A + Schedule B)					
Add: 10% Contingencies on Subtotal above					
Subtotal B					
Add: 15% Value Added Tax on Subtotal B above					
OFFERED TOTAL OF PRICES (TO BE CARRIED OVER TO FORM OF OFFER)					

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.

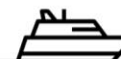
Signed Date

Name Position

Tenderer

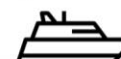


PART C3: SCOPE OF WORK



An efficient, safe, sustainable, affordable and accessible transport system

- C3.1 Employer's Objectives**
- C3.2 Site Location**
- C3.3 Description of the Works**
- C3.4 Quality Control**
- C3.5 Work Programme**
- C3.6 Deliverables**
- C3.7 Occupational Health and Safety Specifications**
- C3.8 Measurement and Payment**



TENDER No.: SCMU10-24/25-0007
SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

These specifications / scope form an integral part of the contract document and specify in detail the manner in which the Automated Road Condition Assessments are to be carried out.

C3.1 EMPLOYER'S OBJECTIVES

The Employer is responsible for the implementation and maintenance of a Road Asset Management System (RAMS) for all provincial roads and bridges within the Eastern Cape. The RAMS requires, amongst other inputs, profile and deflection measurements on the paved / surfaced provincial roads in the Eastern Cape.

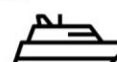
The Employer intends to appoint a suitable Service Provider to undertake Automated Road Condition Assessments (Profile and Deflection measurements) on the approximately 2 100 km of paved provincial roads in the Eastern Cape Province.

C3.2 SITE LOCATION

This Contract includes the automated road condition assessment of approximately 2 100 km of paved provincial roads in the Eastern Cape. The location of the paved roads to be assessed is indicated on the drawings attached as **Appendix A**. The roads to be assessed include selected provincial roads within towns and cities.

DISTRICT	LOCAL MUNICIPALITY	EASTERN CAPE PROVINCIAL PAVED ROADS BY RISFSA CLASS		
		PAVED ROADS LENGTH (km) : CLASS 1-3		
		RISFSA Class 2	RISFSA Class 3	Overall Length (m)
Alfred Nzo	Matatiele	-	-	0.00
Alfred Nzo	Ntabankulu	4.16	13.68	17.84
Alfred Nzo	Umzimvubu	8.19	33.26	41.46
Alfred Nzo	Winnie Madikizela-Mandela	23.92	0.04	23.96
Alfred Nzo Totals		36.28	46.98	83.26

Amathole	Amahlathi	28.70	50.46	79.16
Amathole	Great Kei	43.52	19.52	63.04
Amathole	Mbhashe	17.19	58.61	75.80
Amathole	Mnquma	39.65	32.34	72.00
Amathole	Ngqushwa	-	31.82	31.82
Amathole	Raymond Mhlaba	-	39.74	39.74
Amathole Totals		129.06	232.50	361.57



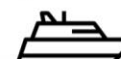
TENDER No.: SCMU10-24/25-0007
SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

Chris Hani	Dr AB Xuma	-	39.41	39.41
Chris Hani	Emalahleni	-	50.90	50.90
Chris Hani	Enoch Mgijima	-	75.88	75.88
Chris Hani	Intsika Yethu	13.05	14.40	27.45
Chris Hani	Inxuba Yethemba	-	12.06	12.06
Chris Hani	Sakhisizwe	-	6.55	6.55
Chris Hani Totals		13.05	199.20	212.25

Joe Gqabi	Elundini	34.18	1.69	35.87
Joe Gqabi	Senqu	68.80	1.82	70.62
Joe Gqabi	Walter Sisulu	65.45	41.21	106.66
Joe Gqabi Totals		168.42	44.72	213.15

OR Tambo	Ingquza Hill	-	30.71	30.71
OR Tambo	King Sabata Dalindyebo	-	26.15	26.15
OR Tambo	Mhlontlo	7.55	-	7.55
OR Tambo	Nyandeni	-	24.09	24.09
OR Tambo	Port St Johns	-	3.33	3.33
OR Tambo Totals		7.55	84.28	91.83

Sarah Baartman	Blue Crane Route	-	31.98	31.98
Sarah Baartman	Dr Beyers Naude	104.43	60.75	165.18
Sarah Baartman	Kouga	16.59	175.59	192.18
Sarah Baartman	Kou-Kamma	0.71	7.83	8.54
Sarah Baartman	Makana	20.15	82.29	102.45
Sarah Baartman	Ndlambe	32.67	2.79	35.45
Sarah Baartman	Sundays River Valley	-	11.70	11.70
Sarah Baartman Totals		174.56	372.93	547.49



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Buffalo City	42.87	224.24	267.11
Nelson Mandela Bay	56.48	268.37	324.84
EASTERN CAPE TOTALS	628.26	1 473.22	2 101.49

Single and dual carriageway roads shall be measured as follow:

- Single carriageway road: Only measure the lane in the direction of increasing kilometres (i.e. start of road to end of road according to successive link descriptors). Do not measure the opposite lane in the negative direction (i.e. end to start of road).
- Dual carriageway road: Measure only the slow lane of each of the two carriageways (each carriageway of a dual carriageway road is considered a separate road)

C3.3 DESCRIPTION OF THE WORKS

PROFILE MEASUREMENTS

The profile measurements will comprise the following activities along all paved roads:

- Road profile measurements;
- GPS coordinate gathering, and
- Road image collection.

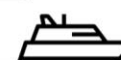
Profile measurements are to be undertaken in accordance with the TMH13 Automated Road Condition Assessments, Committee Draft Final, May 2016, of the Committee of Transport Officials (COTO), compiled under the auspices of the COTO Road Network Management System (RNMS) Committee.

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

- Longitudinal road profiles from which road roughness can be calculated and reported in IRI units;
- Transverse Profiles from which the mean rut depth in each wheel path can be derived and reported in mm;
- Texture Profile measured in the left wheel path from which the Sensor Measured Texture Depth (SMTD) can be derived and reported in mm, and
- Video footage of the road and road reserve.

Road roughness measurements (expressed in IRI -International Roughness Index) and rutting measurements (in millimetres) are required to be taken in both wheel paths of the slow lane for each road to be surveyed. Survey measurements are required to be taken and reported at a maximum of 100 metre intervals. The start of each road shall be used as the zero reference point and all data recorded shall be referenced to the start of the road by means of a measured chainage from that start point. Global Positioning System (GPS) data is to be recorded simultaneous to the survey to enable verification of road locations by the Employer.

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



DEFLECTOMETER MEASUREMENTS

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

- Vertical deflection data at maximum 200m intervals following the application of a dynamic load to the pavement, and
- The collection of accurate GPS coordinates for each position at which vertical deflections were measured.

Deflectometer measurements shall be undertaken in accordance with the: TMH13 Automated Road Condition Assessments, Committee Draft Final, May 2016, of the Committee of Transport Officials (COTO), compiled under the auspices of the COTO Road Network Management System (RNMS) Committee.

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

C3.3.1 SURVEY PROCEDURE

Location Referencing (Both Profile and Deflectometer Measurements)

The basis of the data collection shall be the road numbering system according to the GIS map of the provincial roads, with tabular link description information for every road, supplied to the Service Provider by the Employer.

All data collected shall be uniquely referenced in relation to the road number and lane measured. Where continues measurement of a road is not possible, the subsequent link's start kilometre, as provided shall be used as the basis (start point) for reference of subsequent measurements.

All data collected shall be referenced to a longitudinal position on the road (km position) to within an accuracy of +- 1m from the start of the road, or, where possible due to non-measurable lengths, from the start kilometre of the successive link. Global Positioning System (GPS) data is to be recorded simultaneous to the survey to enable later verification of road locations and measured sections on a road by the Employer.

Additionally, for all deflection data collected, the location referencing shall specify the road width, as well as the transverse offset of the centre of the load plate, measured from the road centreline, perpendicular to the road centreline, and expressed in meters. The accuracy of the location referencing system must be unaffected by the travelling speed of the equipment or by the road geometry.

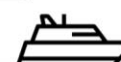
Measurement Speed (Profile Measurements)

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

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

Testing Positions (Deflectometer Measurements)

Measurements are to be conducted on the loaded area (under the wheelpath) of the pavement. If such testing cannot be performed in the wheelpaths, a reason must be supplied in the output data's Comments field.



Testing Load and Number of Drops (Deflectometer Measurements)

The default testing load shall be 40kN, unless the deflections measured at the outermost sensors are too small for practical use under 40kN load, in which case the testing load shall be increased in 10kN increments until a satisfactory deflection can be measured. The testing load shall be captured at each testing point.

At each testing point, a minimum of three drops will be performed – two (2) drops at a target load of 40kN and one (1) drop at a target load of 50kN. Additionally, the customary “settling drop” shall be performed at the onset of the testing sequence. The values obtained from the “settling drop” shall be omitted from the analysis results in all cases.

Uneven Surfaces (Deflectometer Measurements)

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

Temperature (Deflectometer Measurements)

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

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

C3.3.2 VALIDATION REQUIREMENTS (BOTH PROFILER AND DEFLECTOMETER)

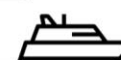
Validation Criteria

The validation criteria shall be in accordance with the THM13 requirements for all equipment, should a validation be required by the Employer.

Validation of Positioning Equipment

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

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



C3.4 QUALITY CONTROL

PROFILE EQUIPMENT

Control testing shall be undertaken at three control sections in the Nelson Mandela Bay Metropolitan area, which have to be measured twice, i.e. at least before commencement of the surveys, and after completion of the surveys. The Service Provider may measure the sections during the survey as well.

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

The three sections will comply with the validation requirements for profilers, as described in Table 9 (longitudinal profiler) and table 4-1 (transverse profiler) of TMH13 for lower reliability validation.

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

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

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

DEFLECTOMETER EQUIPMENT

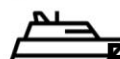
Control testing should be performed from time to time during the survey to ensure that the equipment output is still valid, and that the accuracy and precision of the device is still within specification.

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

Repeatability measurements shall be performed on 'control sections' in the Nelson Mandela Bay Metropolitan area prior to and after the main survey has been completed. These control sections shall be designated by the Employer.

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

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



TOTAL CONTRACT QUALITY PLAN

Quality is intrinsic to the survey's success. Tenderers shall submit a Total Contract Quality Plan with their tender submissions. The Total Contract Quality Plan shall at least include the following:

- Project Plan that describes all processes and time framework in which the survey will be completed. No exact dates need to be stated in the project plan but rather a relative timeframe including measurements of Reference Sections before and after the network measurements (e.g. 2 months after the date of appointment).
- Calibration procedures and certificates for all equipment to be used by the Tenderer shall be part of the Total Contract Quality Plan.
- Contingency Plan including backup equipment, a second trained operator, planning for inclement weather, etc.
- The Tenderer shall specify a system whereby he will complete a form or a logbook to note the outcome of the daily checks, which is to be performed on the profilers.
- The Tenderer shall describe the format and contents of the raw data files collected by the profilers.
- The Tenderer shall discuss general quality issues like:
 - assuring integrity of the data,
 - action plan in the case of an accident,
 - how to ensure consistency of data if the appointed operator cannot proceed with the survey, etc.

The Total Contract Quality Plan shall include a draft Safety Plan. The draft Safety Plan shall provide evidence of the Tenderer's planning regarding the following aspects of safety and include at least the following headings:

- Safety precautions for surveys
- Safety procedures during execution of the surveys
- Emergency procedures in cases of incidents
- Compliance with OHSA as relevant

The Employer and/or Employer's agent will assess the Total Contract Quality Plan (including draft Safety Plan) and comment to the successful tenderers on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.

C3.5 WORKS PROGRAMME

Successful Tenderers will be given an official order and arrangements for the pre-survey profile verification will be made and a date will be fixed, if required by the Employer. Should the Employer have any comments on the Service Provider's Total Contract Quality Plan, these would be given to the Service Provider. The time for completion is four (4) month from the date of the order.

The Service Provider must, within seven (7) calendar days after the date of the official order, present a detailed programme of work for all aspects of the surveys.

Weekly progress reports have to be submitted to the Engineer, confirming progress versus the works program and stating reasons for delays, if any.

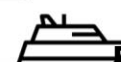


C3.6 DELIVERABLES

The deliverables of this Tender and Contract are summarised in the table below.

Table 1: List of Deliverables of Tender and Contract

Item No	Document	Time Frame	Description
<i>Items 1 -5 are to be submitted with tender document</i>			
1	Equipment Specifications	Submit together with tender as part of Total Contract Quality Plan (Form T2.3-A)	Describes the equipment that the Tenderer intends to use for the survey.
2	Total Contract Quality Plan	Submit together with tender.	Describes the procedures, timeframe and safety precautions taken during the course of the survey.
3	Tender Rates	Submit as tender.	The all-inclusive rate at which the Tenderer tenders to complete the survey.
4	IRI, Texture Depth, Rutting Values of Reference Sections	Submit together with tender.	An IRI, Texture Depth, and Rutting value for each 100 metres in each wheel path for every Reference Section.
5	Equipment Calibration	Submit together with tender.	The Laboratory Calibration certificate stating the correct working of the electronic parts of the profiler.
<i>Items 6 – 9 are to be submitted after award of the Tender</i>			
6	Works Programme, final Total Contract Quality Plan	Submit before commencement of the Pre-Survey.	Final programme regarding execution of all aspects of the works. Final Total Contract Quality Plan.
7	Pre-Survey Profile Verification Report	Submit before commencement of the network survey.	Verification of accuracy, repeatability and speed effects of the equipment.
8	Post-Survey Profile Verification Report	Submit after completion of the network survey, before submission of the data.	Verification of accuracy and repeatability of the equipment.
9	Data Submission (including data of repeat surveys, and videos)	Submit within 14 calendar days after completion of the network survey.	Survey data in the format required.

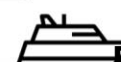


DATA SUBMISSION – PROFILE

- The Service Provider shall submit the data in Comma Separated Values (CSV) Files.
- Table 2 below provides the minimum criteria for the set of columns to be provided in the data submission for the Profile Data.

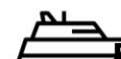
Table 2: Data file formats – Profile

Column Description	Column Heading	Length	DATA TYPE	Format
Authority ID	AUTH_ID	5	TEXT, alphanumeric	The unique id given to an authority, this associates the network link to the relevant authority
Road ID	ROAD_ID	50	TEXT, alphanumeric	Senders Unique Road Id
Operator Name				The name of the operator shall be stated at the top of each file. The data format of this column shall be: text.
Date of measurement	TEST_DATE	13	DATE/TIME	YYYYMMDD HH24:MI:SI
GPS height Coordinate				The format shall be metres above sea level (two decimal places) for the end of the 100 metre measured section.
Start Longitude	START_LONGITUDE	23	DECIMAL(23,20)	Longitude Value in Decimal Degrees
				World Geodetic System of 1984 (WGS84)
Start Latitude	START_LATITUDE	23	DECIMAL(23,20)	Latitude Value in Decimal Degrees
				World Geodetic System of 1984 (WGS84)



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Speed km/h				The average operational speed (vehicle speed) is stated here. The data format in this column shall be: integer (e.g. 60 km/h with no decimal places).
Start km	START_KM	6	DECIMAL(6,3)	Format is 999.999
End km	END_KM	6	DECIMAL(6,3)	Format is 999.999
Lane Code	LANE_CODE	4	TEXT, alphanumeric	Lane Code representing both direction and lane position.
				Optional Required should the data represent an individual lane, this is the case for most data sets. Only leave this field empty for data that is not lane specific.
Avg. IRI Left Wheel path (m/km)	IRI_L_AVG	3	DECIMAL(3,1)	Format is 99.9
Avg. IRI Right Wheel path (m/km)	IRI_R_AVG	3	DECIMAL(3,1)	Format is 99.9
IRI Left Std. Dev.	IRI_L_STDV	3	DECIMAL(3,1)	Format is 99.9
IRI Right Std. Dev.	IRI_R_STDV	3	DECIMAL(3,1)	Format is 99.9
Avg. HRI	HRI_AVG	3	DECIMAL(3,1)	Format is 99.9
HRI Std. Dev.	HRI_STDV	3	DECIMAL(3,1)	Format is 99.9
Avg. Rut in Left Wheel path	RUT_L_AVG	4	DECIMAL(4,1)	Format is 999.9
Avg. Rut in right Wheel path	RUT_R_AVG	4	DECIMAL(4,1)	Format is 999.9
Rut Std. Dev. Left	RUT_L_STDV	4	DECIMAL(4,1)	Format is 999.9
Rut Std. Dev. Right	RUT_R_STDV	4	DECIMAL(4,1)	Format is 999.9
Avg. MPD Left Wheel path	MPD_L_AVG	3	DECIMAL(3,2)	Format is 9.99
Avg. MPD Centre	MPD_C_AVG	3	DECIMAL(3,2)	Format is 9.99
Avg. MPD Right Wheel path	MPD_R_AVG	3	DECIMAL(3,2)	Format is 9.99
MPD Std. Dev. Left	MPD_STDV_L	3	DECIMAL(3,2)	Format is 9.99
MPD Std. Dev. Centre	MPD_STDV_C	3	DECIMAL(3,2)	Format is 9.99
MPD Std. Dev. Right	MPD_STDV_R	3	DECIMAL(3,2)	Format is 9.99



- The Service Provider shall also submit all raw data files containing elevation data and calibrated profiles. The Service Provider shall describe the format and contents of the raw data file as created by his system in the Total Contract Quality Plan.
- The Service Provider shall mention any problems or possible data errors and files with incomplete or incorrect data of the network survey and give an explanation for the problem.
- The Service Provider shall submit the data to the Employer no later than 14 calendar days after completion of the survey, according to his detail works program.
- The Service Provider shall be available for a period of 1 month after submission of the data to answer any questions or clear up discrepancies that might occur.
- The Service Provider will be held responsible for re-testing of roads if the Employer can prove beyond doubt that proper data collection procedures were not followed. However, the Employer has to identify such roads within the first month after data submission and notify the Service Provider immediately.

DATA SUBMISSION – DEFLECTOMETER

- The Service Provider shall submit the data in Comma Separated Values (CSV) Files.
- Table 3 below provides the minimum criteria for the set of columns to be provided in the data submission for the Deflectometer Data.

Table 3: Data file formats – Deflectometer

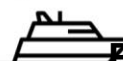
Column Description	Column Heading	Length	DATA TYPE	Format
Authority ID	AUTH_ID	5	TEXT, alphanumeric	The unique id given to an authority, this associates the network link to the relevant authority
Road ID	ROAD_ID	50	TEXT, alphanumeric	Senders Unique Road Id
Operator Name				The name of the appointed operator shall be stated at the top of each file. The data format of this column shall be: text.
Measurement Date	DATE	10	DATE	YYYYMMDD HH24:MI:SI
GPS longitude Coordinate				The format shall be degrees, minutes and seconds North
GPS latitude Coordinate				The format shall be degrees, minutes and seconds East
GPS height Coordinate				The format shall be metres above sea level (two decimal places) for the FWD measurement point
Lane Code	LANE_CODE	4	TEXT, alphanumeric	Lane Code representing both direction and lane position.
				Optional Required should the data represent an individual lane, this is the case for most data sets. Only leave this

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				field empty for data that is not lane specific.
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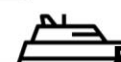


An efficient, safe, sustainable, affordable and accessible transport system



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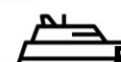
Survey Point (km)	SURVEY_KM	6	DECIMAL(6,3)	Format is 999.999
Load cell position offset				The position of the load cell's centre in meters, measured perpendicular to the road centerline from the centre of road surfacing.
Load cell position description				A description of the position of the load cell, for example "in left wheel rut." The Service Provider shall ensure that there is a consistent and uniform convention followed in describing load cell positions.
Road surface width				The width of the road's surfacing, from edge of surfacing to edge of surfacing, in meters.
Number of drops				The number of test drops until the maximum difference in deflection at any given sensor is less than 5%.
Air Temperature at time of measurement (Degrees Celsius)	TEMP_AIR	4	DECIMAL(3,2)	Format is 99.9, where the last digit represent one digit after the decimal
Surface Temperature at time of measurement (Degrees Celsius)	TEMP_SURFACE	3	DECIMAL(3,2)	Format is 99.9, where the last digit represent one digit after the decimal
Load applied to pavement (KN)	PEAK_LOAD	4	DECIMAL(4,2)	Format is 99.99
Drop Number	DROP_NUM	2	INTEGER(2)	Format 99
Deflection of pavement at load plate centre (D0)	DEF_0	4	INTEGER(4)	Format is 9999
Deflection of pavement at 200mm from load plate centre (D200) (Nanometres)	DEF_200	4	INTEGER(4)	Format is 9999
Deflection of pavement at 300mm from load plate centre (D300) (Nanometres)	DEF_300	4	INTEGER(4)	Format is 9999
Deflection of pavement at 400mm from load plate centre (D400) (Nanometres)	DEF_400	4	INTEGER(4)	Format is 9999



TENDER No.: SCMU10-24/25-0007
SPECIALIST SERVICE PROVIDER TO CONDUCT AUTOMATED ROAD CONDITION ASSESSMENTS (PROFILE AND DEFLECTION MEASUREMENTS) ON PAVED PROVINCIAL ROADS WITHIN THE EASTERN CAPE

Deflection of pavement at 450mm from load plate centre (D450) (Nanometres)	DEF_450	4	INTEGER(4)	Format is 9999
Deflection of pavement at 500mm from load plate centre (D500) (Nanometres)	DEF_500	4	INTEGER(4)	Format is 9999
Deflection of pavement at 600mm from load plate centre (D600) (Nanometres)	DEF_600	4	INTEGER(4)	Format is 9999
Deflection of pavement at 750mm from load plate centre (D750) (Nanometres)	DEF_750	4	INTEGER(4)	Format is 9999
Deflection of pavement at 900mm from load plate centre (D900) (Nanometres)	DEF_900	4	INTEGER(4)	Format is 9999
Deflection of pavement at 1200mm from load plate centre (D1200) (Nanometres)	DEF_1200	4	INTEGER(4)	Format is 9999
Deflection of pavement at 1500mm from load plate centre (D1500) (Nanometres)	DEF_1500	4	INTEGER(4)	Format is 9999
Deflection of pavement at 1800mm from load plate centre (D1800) (Nanometres)	DEF_1800	4	INTEGER(4)	Format is 9999
Deflection of pavement at 2100mm from load plate centre (D2100) (Nanometres)	DEF_2100	4	INTEGER(4)	Format is 9999
Pulse Time milliseconds	PULSE_DURATION	4	DECIMAL(4,2)	Format 99.99
Comments				Special comments that apply to the particular test, for example if the test was not performed in the wheel path due to physical impairments.

- The Service Provider shall also submit all raw data files containing elevation data and calibrated profiles. The Service Provider shall describe the format and contents of the raw data file as created by his system in the Total Contract Quality Plan.
- The Service Provider shall mention any problems or possible data errors and files with incomplete or incorrect data of the network survey and give an explanation for the problem.
- The Service Provider shall submit the data to the Employer no later than 14 calendar days after completion of the survey, according to his detail works program.
- The Service Provider shall be available for a period of 1 month after submission of the data to answer any questions or clear up discrepancies that might occur.
- The Service Provider will be held responsible for re-testing of roads if the Employer can prove beyond doubt that proper data collection procedures were not followed. However, the Employer has to identify such roads within the first month after data submission and notify the Service Provider immediately.



C3.7 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.7.1 Introduction

a) List of abbreviations

DRPW	Department of Roads and Public Works of the Province of the Eastern Cape
HIRA	Hazard Identification Risk Assessment
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
HSA	Health and Safety Agent
HSP	Health and Safety Plan
HSS	Health and Safety Specification
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)

b) Definitions

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

Client: Means the Employer, as defined in the Conditions of Contract.

Hazard Identification and Risk Assessment (HIRA) and Risk Control: Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent: Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan: Means a documented plan which answers to the Health and Safety Specification, including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage Health and Safety for the duration of the Contract.

Principal Contractor: Means the Consultant appointed by the DOT to undertake the visual assessment work as detailed in the tender

Regulation/s: Means the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

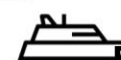
Site: Means the roads which are to be assessed by the Principal Contractor. Where there is no demarcated boundary it will include all adjacent areas and roads which are reasonably required for the activities of the Principal Contractor.

c) Key Role-players

Client's Representative: Head of Department, Department of Transport of the Province of the Eastern Cape

Client's Agent: AZ Soko

Client's OHS Agent: Ms P. Vice



d) Key References

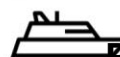
Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Transport Officials (COTO)
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1996 (as amended)

C3.7.2. Purpose of the Health and Safety Specification (HSS)

The HSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client (i.e. the Principal Contractor) achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers and the public. The purpose of the HSS is to assist Principal Contractors to achieve compliance with the Occupational Health and Safety Act and Regulations, in order to reduce incidents, injuries and occupational illnesses.

No advice, approval of any document required by the HSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the Principal Contractor from any obligation or from achieving compliance with legal requirements. The Principal Contractor remains responsible for achieving the required performance levels and must sign an OHSA S.37.2 Mandatory Agreement with the Client. (Refer C1.3: Health and Safety Agreement).

The HSS highlights the aspects to be implemented over-and-above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified during the course of the project.



C3.7.3. Implementation of the HSS

The HSS forms an integral part of the Contract and Principal Contractors are required to make it an integral part of their Contracts with Contractors and Suppliers. No work may commence prior to receipt of written approval of the HSP by the HSA. Failure to do so will be noted as a serious offense, and will result in a fine, and/or stoppage of part of, or the whole works, with no extension of time or allowable claims.

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the Scope of the Work as detailed under Part 3 of the Contract (Refer C3.1 to C3.6), is to be taken into account when developing the Health and Safety Plan (HSP) and associated documentation.

Should there be a change in the Scope of Work, an amended HSS may be issued. In such an instance, the Principal Contractor will be required to resubmit an amended HSP for consideration by and approval of the HSA.

The HSA will conduct a monthly audit (or more frequently, if deemed necessary) of the Principal Contractor to monitor compliance with the HSP. Non-conformances will be noted, with fines being issued or work stopped, where appropriate.

C3.7.4. HSP Framework

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented HSP as well as the necessary competencies, experience and resources to perform the work safely.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration in the HSP. The HSP shall provide evidence of the Principal Contractor's planning regarding the following aspects of safety and include at least the following:

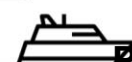
- Safety precautions for surveys / assessments
- Safety procedures during execution of the surveys / assessments
- Emergency procedures in cases of incidents and or accidents
- Compliance with OHSA as relevant

C3.7.5. Project Specific Requirements

a) Risk Management

The Client has identified the following risks, activities and considerations for which risk assessments, standard working procedures, management and control measures need to be addressed. (The Principal Contractor needs to supplement this with his own risk assessment, to ensure compliance with the OHSA):

- Working on or near roads, with particular emphasis on:
 - leaving and entering vehicles parked at the road side,
 - inspecting road surfaces,
 - travelling at slow speeds on public roads, and
 - conducting assessments whilst travelling
- Working in remote areas, with particular emphasis on:
 - access to sustenance, and
 - dehydration
- Neighbouring environmental influences such as bees, snakes, dogs, lightning, etc.



b) Emergency Procedures

As the site is remote and advanced medical support absent, attention to emergency planning and procedures is very important. Emergency procedure(s) shall include, but shall not be limited to, fire, accidents to employees, major incidents/accidents, etc. The Principal Contractor shall advise the HSA and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to all personnel. These procedures shall form part of the HSP.

c) First Aid

Each assessor shall have completed at least a Level 1 accredited first aid course, prior to undertaking any visual assessments. Each assessor shall carry a first aid kit in their vehicle at all times.

The vehicle shall be equipped with an amber-coloured flashing light of the rotating parabolic reflector type, at least 150 mm high, with a minimum intensity of 100 W. It shall be visible at any angle from the vehicle. The warning light shall be switched on at all times and a sign reading "ROAD INSPECTION" with letters at least 150mm high shall be displayed when the vehicle is used on site.

d) Personal Protective Equipment and Clothing

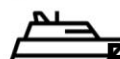
The Principal Contractor shall ensure that all assessors are issued with and shall wear reflective vests at all times.

All survey vehicles shall be fitted with at least one operational orange, rotating safety lamp and suitable warning signs, adequate for ensuring safety of the Assessors and all third parties.

C3.7.6. Appointment of Health and Safety Personnel

In terms of Section 16 of the OHSA, the Chief Executive Officer of the Principal Contractor may delegate, in writing, part or all of his powers to a suitable person on the site. For the purpose of this Contract, each assessor will be appointed as a **Construction Supervisor** (as defined in the OHSA). Each assessor (Construction Supervisor) will also assume the role of and perform the duties of a Health and Safety Officer and Traffic Safety Officer. The Principal Contractor shall ensure that the assessors are competent persons, capable of fulfilling this role.

The appointment of competent persons to supervise parts of the Works does not relieve the Principal Contractor from any of his responsibilities to comply with **all** requirements of the OHSA and Construction Regulations.



C3.7.7. Health and Safety File

The Principal Contractor, in terms of Construction Regulation 5(7), shall maintain a Health and Safety File in his office at all times. A copy thereof, shall be kept in each Assessor's vehicle for the duration of the contract. The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract.

The Health and Safety File shall include at least the following information:

- All Documents as required by the Act and Regulations
- All Health and Safety reports of inspections and audits
- All non-conformity reports
- All Hazard Identification and Risk Assessments carried out for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations
- Medical certificates of fitness and a copy of drivers licences.
- Record of Competencies
- Training Records

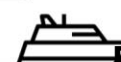
The Health & Safety File shall, in electronic version, be handed over to the Client on completion of the contract.

It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any subcontractors.

C3.7.8. Arrangements for Monitoring and Review

The Client, or the HSA, may conduct a Monthly Audit to audit compliance with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved HSP.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary. A representative of the Principal Contractor must accompany the Client, or his agent, on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.



C3.7.9. Non-Conformances

At any time, should the Works, or part of the Works, be stopped in terms of Section 4 subsection (e) the Principal Contractor shall have no claim for extension of time or any other compensation.

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the HSA, shall be sufficient cause for the Client to apply penalties. A penalty shall be deducted for each and every occurrence of non-compliance with any of the requirements of the HSS. The following constitute examples of the types of non-conformances that will attract penalties:

- Minor – Penalty: R 50 / count
 - Not wearing PPE
 - Not completing vehicle check registers
- Medium – Penalty: R 500 / count and a non-conformance
 - Sub-contractors not audited
 - Working without training or the appropriate health and safety method statements
 - Legal non-conformances identified during the previous audit and not addressed within the agreed time frame
- Severe – Penalty: R 5 000 / count, a non-conformance and / or activity stoppage
 - Contractors working without Health and Safety Plan approval
 - Flashing light not working / not used or vehicle signage not displayed
 - Invalid Letters of Good Standing
 - Any breach of legal requirements



C3.8 MEASUREMENT AND PAYMENT

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>
A.1	Profile Measurements	Lane-km

The unit of measurement will be the actual lane length of paved road for which a profile measurements have been undertaken, the data captured, submitted to the Employer in the prescribed format, and accepted by the Employer. Payment will not be made for those sections of road that were under construction at the time of the survey and which were therefore not measured.

The tendered rate will include full compensation for all activities and costs associated with undertaking the profile measurements, including the following:

- Establishment and de-establishment of equipment and operators;
- Travel, accommodation and subsistence costs; and
- Travel costs to and from the Nelson Mandela Bay Metropolitan area.

Furthermore, the tendered rate will also include:

- Attendance of briefing meeting and progress meetings;
- Weekly progress reports;
- Travel, accommodation and subsistence costs;
- Quality control; and
- Traffic accommodation.

Payment will be paid in two instalments:

- 50% with handing in of completed network survey data, repeat survey data and video on CD, as well as Post-Survey Profile Verification Report. Full compliance with the requirement for submission of Pre-Survey Profile Verification data.
- The remainder 50% of the money to be paid on acceptance of the quality of the Service Provider's survey as assessed with the quality procedures described in the Contract.

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>
A.2	Profile Validation Measurements	Section

The unit of measurement will be the section of paved road for which a profile validation measurements have been undertaken, the data captured and submitted to the Employer in the prescribed format.

The tendered rate will include full compensation for all activities and costs associated with undertaking the profile measurements, including the following:

- Establishment and de-establishment of equipment and operators;
- Travel, accommodation and subsistence costs; and
- Travel costs to and from the Nelson Mandela Bay Metropolitan area

Payment will be paid in one instalment after the completion of the profile validation measurements.

Item Number	Description	Unit
A.3	Occupational Health and Safety Compliance	Sum

The tendered rate will include full compensation for all activities and costs associated with the Service Provider to comply with the relevant Occupational Health and Safety legislation, regulations and specifications.

This will include, but is not limited to the following:

- Preparing, maintaining, implementing and complying with the required statutory Safety Plans;
- Provision and maintenance of the necessary safety equipment such as orange lights and signage for vehicles, safety vests, and the like;
- Provision and maintenance of all the necessary insurances.

Payment will be made as a lump sum item after successful completion of the profile measurements.

Item Number	Description	Unit
B.1	Falling Weight Deflections (FWD)	Lane-km

The unit of measurement will be the actual lane length of paved road for which Falling Weight Deflections (200m intervals) have been undertaken, the data captured, submitted to the Employer in the prescribed format, and accepted by the Employer. Payment will not be made for those sections of road that were under construction at the time of the survey and which were therefore not measured.

The tendered rate will include full compensation for all activities and costs associated with undertaking the Falling Weight Deflections, including the following:

- Establishment and de-establishment of equipment and operators;
- Travel, accommodation and subsistence costs; and
- Travel costs to and from the Nelson Mandela Bay Metropolitan area.

Furthermore, the tendered rate will also include:

- Attendance of briefing meeting and progress meetings
- Weekly progress reports;
- Travel, accommodation and subsistence costs;
- Quality control; and
- Traffic accommodation.

Payment will be paid in two instalments:

- 50% with handing in of completed network survey data, repeat survey data as well as Post-Survey Profile Verification Report. Full compliance with the requirement for submission of Pre-Survey Profile Verification data.
- The remainder 50% of the money to be paid on acceptance of the quality of the Service Provider's survey as assessed with the quality procedures described in the Contract.

Item Number	Description	Unit
B.2	Falling Weight Validation Measurements	Section

The unit of measurement will be the section of paved road for which Falling Weight validation measurements have been undertaken, the data captured and submitted to the Employer in the prescribed format.

The tendered rate will include full compensation for all activities and costs associated with undertaking the Falling Weight measurements, including the following:

- Establishment and de-establishment of equipment and operators;
- Travel, accommodation and subsistence costs; and
- Travel costs to and from the Nelson Mandela Bay Metropolitan area.

Payment will be paid in one instalment after the completion of the Falling Weight validation measurements.

Item Number	Description	Unit
B.3	Occupational Health and Safety Compliance	Sum

The tendered rate will include full compensation for all activities and costs associated with the Service Provider to comply with the relevant Occupational Health and Safety legislation, regulations and specifications.

This will include, but is not limited to the following:

- Preparing, maintaining, implementing and complying with the required statutory Safety Plans;
- Provision and maintenance of the necessary safety equipment such as orange lights and signage for vehicles, safety vests, and the like;
- Provision and maintenance of all the necessary insurances.

Payment will be made as a lump sum item after successful completion of the Falling Weight Deflection measurements.

APPENDICES

APPENDIX A: LOCALITY PLAN

