



**BID NO. SCMU10-24/25-0015**

**PROFESSIONAL CONSULTING TRANSPORT  
INFRASTRUCTURE SERVICE PROVIDER  
COMPRISING OF A PROJECT MANAGER AND  
INFRASTRUCTURE DEVELOPMENT INFORMATION  
TECHNOLOGY (IT) SPECIALIST TO ANALYSE  
INTEGRATION AND ADVISE ON SUITABLE  
INFRASTRUCTURE OPERATING SYSTEM FOR A  
PERIOD OF 9 MONTHS.**

**EASTERN CAPE DEPARTMENT OF TRANSPORT -  
BISHO.**

**CLOSING DATE AND TIME**

**11:00 on Monday 4 November 2024**

**ISSUED BY:**

**Eastern Cape Department of  
Transport  
32 Cowan Close, Flemming Street  
Stellenbosch Park Building  
Schornville  
King Williams Town  
5601**

**FOR RESPONDENT:**

**Name of Respondent Entity:**

**CSD No.:**



# CONTENTS

SECTION	DESCRIPTION	PAGE NUMBER
<b><u>TENDER</u></b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	<b>4</b>
T1.1	TENDER NOTICE AND INVITATION TO TENDER	5
T1.2	TENDER DATA	7
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	<b>16</b>
T2.1	LIST OF RETURNABLE DOCUMENTS	17
T2.2	RETURNABLE SCHEDULES	19
<b><u>CONTRACT</u></b>		
<b>PART C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>50</b>
C1.1	FORM OF OFFER AND ACCEPTANCE	51
C1.2	CONTRACT DATA	55
<b>PART C2</b>	<b>PRICING DATA</b>	<b>62</b>
C2.1	PRICING INSTRUCTIONS	63
C2.2	PRICING SCHEDULE	66
<b>PART C3</b>	<b>SCOPE OF WORK</b>	<b>68</b>
C3.1	EMPLOYER'S OBJECTIVES	69
C3.2	SITE LOCATION	69
C3.3	STANDARDS, MANUALS AND GUIDELINE DOCUMENTS	69
C3.4	DESCRIPTION OF THE PROJECT	69
C3.5	COMMUNICATION MANAGEMENT	69

# CONTENTS

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
C3.6	PERSONNEL REQUIREMENTS	69
C3.7	PROJECT PROGRAMME	70
C3.8	MEETINGS AND LIAISONS	71
C3.9	PAYMENT OF SERVICE PROVIDER/S	72
C3.10	RISK MANAGEMENT	72
C3.11	CLOSE OUT	73

# CONTENTS

SECTION	DESCRIPTION	PAGE NUMBER
<b>TENDER</b>		
<b>PART T1: TENDERING PROCEDURES</b>		
T1.1	TENDER NOTICE AND INVITATION TO TENDER	5
T1.2	TENDER DATA	7



BID NO.SCMU10-24/25-0015

**PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.**

**EASTERN CAPE DEPARTMENT OF TRANSPORT - BISHO**

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

### T1.1.1 TENDER INVITATION

The Eastern Cape Department of Transport (ECDoT), as the Employer, hereby invites tenders for the provision of **Professional Consulting Transport Infrastructure Service Provider comprising of a Project Manager and Infrastructure Development Information Technology (IT) Specialist to analyse Integration and advise on suitable Infrastructure Operating System for a period of 9 months**  
**Eastern Cape Department Of Transport - Bisho**

The two professional specialists (Professional Consulting Transport Infrastructure Project Manager and Infrastructure Development Information Technology Specialist) will work cooperatively in terms of design, implementation and evaluation of the following services:

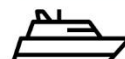
- Investigate and recommend integrated software packages for Transport Infrastructure development;
- Facilitate the interaction with the Information Technology (IT) Section of the ECDoT to ensure interface between Departmental systems;
- Develop the Procurement strategy of the software and support on the selection of the software service provider;
- Compile a comprehensive specification for an Integrated Infrastructure Project Management software;
- Recommend to the Department the appropriate software package upon which the Department will procure for delivery of the recommended software package; and
- Craft time and cost related milestones for the Project.

The service provider/s will be appointed/contracted for a period of 9 months and will be required to provide the ECDoT with proof of feasibility in terms of practical use of the recommended software in line with all investigations undertaken related to the above specified services. The proof of feasibility will be a well-documented compilation of investigations in related results in the form of recommendations.

Tender documents will be made available electronically from the Eastern Cape Department of Transport website [www.ectransport.gov.za](http://www.ectransport.gov.za) only.

Tenderers clarification session will be held at the **DEPARTMENT OF TRANSPORT HEAD OFFICE, NEW BUILDING, MAIN BOARDROOM, GROUND FLOOR, KING WILLIAMS TOWN** at 11h00 am on **Monday 21 October 2024**. Service Providers who arrive 10 minutes after the commencement of the briefing session will not be considered.

Tenderers may seek clarification from the Employer in terms of this tender up to 7 days working days prior to closing of the tender. Tenderers are required to download any addenda issued by the employer from the Eastern Cape Department of Transport website [www.ectransport.gov.za](http://www.ectransport.gov.za) only. Failure to do so will render the tender non-responsive.



### **T1.1.2 TENDER SUBMISSIONS**

The completed tender document as well as any supporting documentation shall be placed in a sealed envelope clearly marked

**“Tender for Contract No: BID NO. SCMU10–24/25–0015**

**PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.**

**EASTERN CAPE DEPARTMENT OF TRANSPORT – BISHO** and deposited in the Tender Box at the Department of Transport, Entrance Foyer C, Stellenbosch Park, 32 Cowan Place, Schornville, King William’s Town, not later than **11h00 on Monday 4 November 2024**



### T1.1.3 TENDER EVALUATION

The following evaluation criteria shall apply:

The quotation will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.

#### 1.1. Price:

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

#### 1.2. Calculation of points for specific goals

The tenderer will be allocated points based on the specific goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this document.

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)
<b>Historically Disadvantaged Individuals Ownership</b>		
Black ownership	4	
Women ownership	4	
Youth ownership	4	
People living with disabilities	2	
<b>Locality:-</b>		
(a) Within the Eastern Cape Province	6	
(b) Outside the Eastern Cape Province	2	

### T1.1.4 TENDER SPECIFICATIONS, CONDITIONS AND RULES

The conditions of tender applicable for this tender are detailed in T1.2: TENDER DATA and T2.2: RETURNABLE SCHEDULES.

**Note:** Tender validity period is **90 days**

### T1.1.5 ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

#### SCM Related Enquiries

Contact: Mr. P. Ngikashe  
Cell No.: **076 419 8001**  
Email: [philasande.ngikashe@ectransport.gov.za](mailto:philasande.ngikashe@ectransport.gov.za)

#### Technical Enquiries

Mr.S. Soga  
Cell No **074 142 2885**  
Email: [Sibabalwe.soga@ectransport.gov.za](mailto:Sibabalwe.soga@ectransport.gov.za)

**For Complaints, Fraud, & Tender Abuse: Call: 0800 701 1701**



<b>T1.2: TENDER DATA</b>
--------------------------

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice No. 423 of 2019 published in Government Gazette No. 42622 of 08 August 2019 and as amended from time to time. (see [www.cidb.org.za](http://www.cidb.org.za))

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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

Clause	Wording / Data
<b>C.1</b> <b>C.1.1</b> C.1.1.1   C.1.1.2      C.1.1.4	<b>General</b>  <b>Actions</b> <i>Add the following:</i> The Employer is the <b>Eastern Cape Department of Transport</b> , represented by the Head of Department and/or such other person or persons duly authorized thereto by the Employer in writing.  <i>Add the following clauses after the first paragraph:</i> The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy').  Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.  <i>Add the following after C.1.1.3:</i> Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.
<b>C.1.2</b>	<b>Tender Documents</b> Refer to contents' pages of this document for a complete and comprehensive list of all Tender Documents.
<b>C.1.3</b> C.1.3.3	<b>Interpretation</b> <i>Add the following after C.1.3.3 d)</i> e) <b>material responsiveness criteria</b> mean a responsive ness criteria for which the tenderer must be responsive in accordance with the conditions of tender applicable to said responsiveness criteria at the closing time for submission of tender offers, for which the clarification of substance provide by the tenderer after submission shall not be sought, offered or permitted.



Clause	Wording / Data
C.1.4	<p><b>Communication and the employer's agent</b></p> <p>The Employer's agent is:</p> <p>Name: Mr Sibabalwe Soga</p> <p>Address: 32 Cowan Close, Flemming Street Stellenbosch Park Building Schornville King Williams Town, 5601</p> <p>Tel: 074 142 2885</p> <p>Fax: Not available</p> <p>E-mail: <a href="mailto:Sibabalwe.soga@ectransport.gov.za">Sibabalwe.soga@ectransport.gov.za</a></p>
C.2	<b>Tenderer's obligations</b>
C.2.1 C.2.1.1	<p><b>Eligibility</b></p> <p><b>a) Company Experience in investigation and implementation of Infrastructure software development system.</b></p> <p>Tenderer must have <b>completed</b> at least two similar projects to the value of at least R 3 000 000 each, in the last 10 years.</p> <p>A similar project shall be defined as project that entails Integrated Infrastructure Project Management software development and includes at least the following:</p> <ul style="list-style-type: none"> <li>• Investigate and recommend integrated software packages for Infrastructure development.</li> <li>• Compile a comprehensive specification for an Integrated Infrastructure Project Management software.</li> <li>• Procurement design and delivery of the Software Package by Developing the Procurement strategy of the software and supporting the selection of the software service provider.</li> </ul> <p>All such projects shall be located within the SADC (South African Development Community) region.</p> <p>Details of similar completed projects &amp; supporting information must be entered in Form J of the Returnable Schedules. Certified copies of Proof of Completion, Appointment letters and reference letters from the client must be attached to qualify for this tender.</p> <p>Failure to comply with the requirements or to complete <b>Form J (A)</b> will render the tender non-responsive.</p> <p><b>b) The key personnel</b></p> <p>The tenderer shall be required to have in its full-time employment or intend to employ (subcontract), for the duration of the required services the following key personnel who comply with the following minimum requirements:</p> <p>i) <u>Contract Project Manager, Engineer or Engineering Technologist who shall</u></p> <ul style="list-style-type: none"> <li>• be registered as a valid Professional Project Manager or Professional Engineer or Professional Engineering Technologist under the Council for the Built Environment (Act 43 of 2000), Engineering Council of South Africa (ECSA), South African Council for the Project and Construction Management Professions (SACPCMP) and</li> <li>• have a minimum of 10 years' post-professional registration experience.</li> </ul>

Clause	Wording / Data
	<ul style="list-style-type: none"> <li>• have a minimum of five (5) years' experience in Transport infrastructure systems development as a project manager.</li> <li>ii) <u>IT Specialist</u> <ul style="list-style-type: none"> <li>• be registered as a valid Microsoft Expert Certification Professional</li> <li>• have a bachelor's degree in information technology/ Information Systems</li> <li>• have a Microsoft Systems Developer (AZURE DEVOPS)</li> <li>• have a minimum of three (3) years' experience in Transport infrastructure systems development as a software developer.</li> </ul> </li> </ul> <p>A completed Returnable Schedule <b>K: KEY PERSONNEL SCHEDULE (including Table A of this schedule)</b> to be provided, including all attached documents and Returnable Schedule(s) as required.</p> <p>Compliance with C.2.1.1 (i) and (ii) and Returnable Schedule <b>K: KEY PERSONNEL SCHEDULE (including Table A of this schedule)</b> is deemed a <u>material responsiveness criteria</u>.</p>
<b>C.2.6</b>	<p><b>Acknowledge addenda</b></p> <p><i>Add the following:</i></p> <p>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender C.3.8.</p>
<b>C.2.7</b>	<p><b>Clarification meeting</b></p> <p><i>Delete the heading "Clarification meeting" and replace with "Clarification briefing"</i></p> <p><i>Delete the contents of the clause and replace with the following:</i></p> <p>There will be a compulsory clarification briefing where tenderers may seek further clarification from the Employer in terms of the Conditions of Tender as stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER</b>.</p>
<b>C.2.8</b>	<p><b>Seek clarification</b></p> <p>Request clarifications at least seven (7) working days before the closing time.</p>
<b>C.2.9</b>	<p><b>Insurance</b></p> <p>No insurance is provided by the Employer.</p>
<b>C.2.10</b>	<p><b>Pricing the tender offer</b></p> <p><i>Add the following after C.2.10.4:</i></p> <p>C.2.10.5 No tendered rates and/or lump sums provided by the tenderer shall be negative. Failure to comply may result in a non-responsive tender</p>
<b>C.2.12</b>	<p><b>Alternative tender offers</b></p> <p>No alternative tender offers will be considered.</p>

Clause	Wording / Data
<p><b>C.2.13</b></p> <p>C.2.13.1</p> <p>C.2.13.3</p> <p>C.2.13.5</p> <p>C.2.13.6</p>	<p><b>Submitting a tender offer</b></p> <p>If a tenderer, including key personnel, a joint venture or consortium member or a Targeted Enterprise, submits or participates in more than one tender for the same project, then all such tenders shall be disqualified.</p> <p>Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.</p> <p>The tender submission details are stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER.</b></p> <p>A two-envelope procedure will <b>not</b> be followed (C.3.5).</p>
<p><b>C.2.15</b></p> <p>C.2.15.1</p>	<p><b>Closing time</b></p> <p>The closing time for submission of tender offers is as stated in <b>T1.1: TENDER NOTICE AND INVITATION TO TENDER.</b></p> <p>It is the responsibility of the tenderer to ensure that tender documents are submitted on or before the closing date and time and at the correct location as the Employer will not take responsibility for any wrong delivery.</p>
<p><b>C.2.16</b></p> <p>C.2.16.1</p>	<p><b>Tender offer validity</b></p> <p>The tender offer validity period is <b>90</b> days.</p>
<p><b>C.2.17</b></p>	<p><b>Clarification of tender offer after submission</b></p> <p>Any clarification requested by the Employer must be provided within the time period as stated in the Employer's written request.</p>
<p><b>C.2.23</b></p>	<p><b>Certificates</b></p> <p>The tenderer is required to submit with his tender all certificates as required for in <b>T1.2: TENDER DATA and T2.2: RETURNABLE SCHEDULES.</b></p>
<p><b>C.3</b></p>	<p><b>The employer's undertakings</b></p>
<p><b>C.3.1</b></p> <p>C.3.1.1</p>	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer shall respond to clarifications received up to seven (7) working days before the tender closing time.</p>
<p><b>C.3.2</b></p>	<p><b>Issue Addenda</b></p> <p>The Employer shall issue addenda until five (5) working days before the tender closing time.</p> <p>Addenda issued by the Employer (if any) shall be available for download on the <b>Eastern Cape Department of Transport</b> website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> only.</p>

Clause	Wording / Data
	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail or facsimile or registered post or making available via download.
C.3.3	The Employer reserves the right not to: <ul style="list-style-type: none"> <li>- Award a project to any Tenderer non/under-performing for Professional Civil Engineering services within the Department.</li> <li>- Award a Tenderer, if award can be noted as a risk as per the conducted risk analysis (Clause C.3.7, C.3.9 and C.3.11.6)."</li> </ul>
C.3.4 C.3.4.2	<p><b>Opening of tender submissions</b></p> <p><i>Delete the contents of C.3.4.2 and replace with the following:</i></p> <p>After the tender closing time the Employer's Supply Chain Management officials shall open submitted tender offers. Thereafter the Employer shall make available via download on the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> the names of each tenderer whose tender offer was opened and, where applicable, the total price offered.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p><i>Add the following:</i></p> <p>Prior to disqualification, the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) calendar days as to why the tender submitted should not be disqualified and as to why the tenderer should not be restricted by the National Treasury from conducting any business with any organ of state for a period not exceeding ten (10) years.</p> <p>In the event of disqualification, the Employer may, at its sole discretion, claim damages from the tenderer and impose a specified period during which tender offers will not be accepted from the offending tenderer and, the Employer shall inform the National Treasury in writing.</p>
C.3.8 C.3.8.2	<p><b>Test for responsiveness</b></p> <p><i>Add the following after C.3.8.2c):</i></p> <p>d) affect the evaluation of a material responsiveness criteria.</p>
C.3.9 C.3.9.5	<p><b>Arithmetical errors, omissions, and discrepancies</b></p> <p><i>Amend the heading to read "Arithmetical errors, omissions, discrepancies and imbalanced rates or lump sums"</i></p> <p><i>Add the following after C.3.9.4:</i></p> <p>In the event of tendered rates or lump sums (including all provisional sums) being declared by the Employer to be imbalanced to it:</p> <p>a) because they are not priced,</p>

Clause	Wording / Data								
	<p>b) either excessively low or high,                      c) or not in proper balance with other rates or lump sums of a similar nature,</p> <p>The tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to.</p> <p>If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.</p> <p>Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.</p>								
<p><b>C.3.11</b>  <b>C.3.11.1</b>   <b>C.3.11.2</b></p>	<p><b>Evaluation of tender offers</b></p> <p><b>General</b></p> <p>The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p> <p><b>Price and Preference Method</b></p> <p>Reduce each responsive tender offer to a comparative price and preference by:</p> <p>a) Scoring tender evaluation points for price in terms of C.3.11.4.                      b) Scoring tender evaluation points for preference in terms of C.3.11.5.                      c) Add the tender evaluation points for price and preference.</p> <p>The procedure for the evaluation of responsive tenders is Price and Preference.</p> <table border="1" data-bbox="331 1619 1193 1794"> <thead> <tr> <th></th> <th>Maximum number of tender evaluation points (per point system)</th> </tr> </thead> <tbody> <tr> <td>Price component</td> <td>80 or 90</td> </tr> <tr> <td>Preference component</td> <td>20 or 10</td> </tr> <tr> <td>Total evaluation points</td> <td>100</td> </tr> </tbody> </table> <p>C.3.11.2.1 The 80/20 evaluation points system:                      Is applicable where financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R 50 000 000.00.</p> <p>C.3.11.2.2 The 90/10 evaluation points system:</p>		Maximum number of tender evaluation points (per point system)	Price component	80 or 90	Preference component	20 or 10	Total evaluation points	100
	Maximum number of tender evaluation points (per point system)								
Price component	80 or 90								
Preference component	20 or 10								
Total evaluation points	100								

Clause	Wording / Data
	Is applicable where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R 50 000 000.00.
C.3.11.2.3	Rank tender offers from highest number of total tender evaluation points to the lowest.
C.3.11.2.4	Recommend the tenderer with the highest number of total tender evaluation points for award of a contract, unless there are compelling and justifiable reasons not to do so.
C.3.11.2.5	Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of total tender evaluation points and recommend the tenderer with the highest number of total tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out herein shall be repeated.
<b>C.3.11.3</b>	<p><b>Decimal places</b></p> <p>Score price and preference tender evaluation points, as relevant, to two decimal places.</p>
<b>C.3.11.4</b>	<p><b>Scoring Price</b></p> <p>Score price tender evaluation points of responsive tender offers, using the following formula</p> $N_{FO} = W_1 \times \left[ 1 - \left\{ \frac{(P - P_m)}{P_m} \right\} \right]$ <p><math>N_{FO}</math> is the number of tender evaluation points awarded for price.</p> <p><math>W_1</math> is the maximum possible number of tender evaluation points for price as stated in the tender data.</p> <p><math>P</math> is the comparative price of the tender offer under consideration.</p> <p><math>P_m</math> is the lowest comparative price</p>
<b>C.3.11.5</b>	<p><b>Scoring preference</b></p>
C.3.11.5.1	<p>Preference tender evaluation points are awarded to responsive tenderers in accordance with the tenderer's preferential specific goals points.</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderers specific goal points and the Regulations (2022) to the Preferential Procurement Policy Framework Act [PPPFA, Act 5 of 2000]</p> <p>Maximum points for preference = <b>20 points</b></p> <p>Points awarded will be according to the tenderer's preferential specific goals points</p>
<b>C.3.11.6</b>	<p><b>Risk Analysis</b></p> <p>Notwithstanding compliance regarding C2.1 or any other requirements of the tender, the Employer will perform a risk analysis of at least the top five (5) responsive tenderers with the highest number of total tender evaluation points in respect of the following:</p> <ol style="list-style-type: none"> <li>reasonableness of the financial offer</li> <li>reasonableness of tendered item rates and lump sums</li> </ol> <p>The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13 b)</p>

Clause	Wording / Data
C.3.13	<p><b>Acceptance of tender offer</b></p> <p><i>Add the following after C.3.13 f):</i></p> <p>g) the tenderer or any of its directors 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; and</p> <p>h) the tenderer has not abused the Employer's supply chain management system; and</p> <p>i) the tenderer has not failed to perform on any previous contract with the Employer; and</p> <p>j) the tenderer has provided a complete and signed <b>CERTIFICATE OF AUTHORITY FOR SIGNATORY</b> in terms of Returnable Schedule C: <b>CERTIFICATE OF AUTHORITY FOR SIGNATORY</b>; and</p> <p>k) the tenderer has provided a completed Returnable Schedule <b>E: (SBD 1) INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING</b>; and</p> <p>l) the tenderer has provided a completed Returnable Schedule <b>F: COMPULSORY ENTERPRISE QUESTIONNAIRE</b>; and</p> <p>m) the tenderer has provided a completed Returnable Schedule <b>G: (SBD 4) BIDDER'S DISCLOSURE</b>; and</p> <p>n) the tenderer has provided a completed Returnable Schedule <b>G: (SBD 6.1) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>; and</p> <p>o) the tenderer has provided a completed Returnable Schedule <b>O: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE</b>; and</p> <p>p) the tenderer is <b>tax compliant in terms of SARS</b>; and</p> <p>q) the tenderer has completed and provided Returnable Schedule <b>R: CERTIFICATE OF INSURANCE COVER</b> which indicates the tenderer's ability, if appointed to the contract, to provide the required insurances as stated in C1.2: CONTRACT DATA (PART 1: DATA PROVIDED BY THE EMPLOYER); and</p> <p>r) the tenderer has provided evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993); and</p> <p>s) the tenderer has completed and provided Returnable Schedule <b>U: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION</b>; and</p> <p>t) the tenderer is eligible and responsive in terms of the Standard Conditions of Tender, T1.2 TENDER DATA and Returnable Schedules.</p>
C.3.16	<p><b>Registration of the award</b></p> <p><i>Delete and replace with the following:</i></p> <p>The Employer shall, after acceptance of the tender offer in writing, register and publish the award in terms of the Employer's Supply Chain Management Policy.</p>
C.3.17	<p><b>Provide copies of the contracts</b></p> <p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

**TENDER**

**PART T2: RETURNABLE DOCUMENTS**

<b>T2.1</b>	<b>LIST OF RETURNABLE DOCUMENTS</b>	<b>16</b>
<b>T2.2</b>	<b>RETURNABLE SCHEDULES</b>	<b>18</b>



**T2.1: LIST OF RETURNABLE DOCUMENTS****T2.1.1 THE TENDERER MUST COMPLETE THE FOLLOWING RETURNABLE SCHEDULES IN NON-ERASABLE BLACK INK**

<b>SCHEDULE</b>	<b>DESCRIPTION</b>	<b>CHECKLIST</b>
A	CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE CLARIFICATION BRIEFING PRESENTATION	Y <input type="checkbox"/> / N <input type="checkbox"/>
B	JOINT VENTURE / CONSORTIUM DISCLOSURE (if applicable)	Y <input type="checkbox"/> / N <input type="checkbox"/>
C	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Y <input type="checkbox"/> / N <input type="checkbox"/>
D1	CERTIFICATE OF SINGLE TENDER SUBMISSION (JV or CONSORTIUM MEMBER)	Y <input type="checkbox"/> / N <input type="checkbox"/>
D2	CERTIFICATE OF SINGLE TENDER SUBMISSION (SUBCONTRACTED KEY PERSON)	Y <input type="checkbox"/> / N <input type="checkbox"/>
E	(SBD 1) INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING	Y <input type="checkbox"/> / N <input type="checkbox"/>
F	COMPULSORY ENTERPRISE QUESTIONNAIRE	Y <input type="checkbox"/> / N <input type="checkbox"/>
G	(SBD 4) BIDDER'S DISCLOSURE	Y <input type="checkbox"/> / N <input type="checkbox"/>
H	(SBD 6.1) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	Y <input type="checkbox"/> / N <input type="checkbox"/>
I	RECORD OF ADDENDA TO TENDER DOCUMENTS	Y <input type="checkbox"/> / N <input type="checkbox"/>
J	COMPANY EXPERIENCE SCHEDULE (including TABLE A of this schedule)	Y <input type="checkbox"/> / N <input type="checkbox"/>
J (A)	SIMILAR PROJECT VERIFICATION FORM	Y <input type="checkbox"/> / N <input type="checkbox"/>
K	KEY PERSONNEL SCHEDULE (including Table A of this schedule)	Y <input type="checkbox"/> / N <input type="checkbox"/>
L	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	Y <input type="checkbox"/> / N <input type="checkbox"/>
M	CERTIFICATE OF TAX COMPLIANCE	Y <input type="checkbox"/> / N <input type="checkbox"/>
N	CERTIFICATE OF INSURANCE COVER	Y <input type="checkbox"/> / N <input type="checkbox"/>
O	TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS	Y <input type="checkbox"/> / N <input type="checkbox"/>
P	CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993	Y <input type="checkbox"/> / N <input type="checkbox"/>
Q	CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION	Y <input type="checkbox"/> / N <input type="checkbox"/>
R	SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER	Y <input type="checkbox"/> / N <input type="checkbox"/>

**T2.1.2 OTHER PARTS OF THE DOCUMENT TO BE COMPLETED AS PART OF THE TENDER SUBMISSION**

C1.1.1 FORM OF OFFER

C1.2 CONTRACT DATA (PART 2: DATA PROVIDED BY THE SERVICE PROVIDER)

C2.2 PRICING SCHEDULE

**NOTES TO TENDERER**

- a) Returnable Schedules have been based on the CIDB Standard for Uniformity in Construction Procurement and incorporate National Treasury and Eastern Cape Department of Transport requirements.
- (b) Failure to submit fully completed relevant Returnable Schedules may render such a tender offer non-responsive.
- (c) Tenderers shall note that their signature appended to Returnable Schedules represents a declaration that they vouch for the accuracy and correctness of the information provided.
- (d) Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the Returnable Schedules and / or supporting documentation is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event:
  - (i) the Employer shall inform the tenderer and give the tenderer an opportunity to make representations within fourteen (14) days as to why the tender submitted should not be disqualified in terms of the Conditions of Tender and as to why the Employer should not apply any other measures available;
  - (ii) if the Employer has already entered into a contract with the tenderer, the Employer has the discretionary right under the Conditions of Contract to terminate the contract.
- (e) All supporting documentation and certificates shall be securely attached to the applicable Returnable Schedules. It is the responsibility of the tenderer to ensure no loose or unsecure pages are present in the submitted tender which may render the tender non-responsive.
- (f) Where the space provided in the bound tender document is insufficient the tenderer may, after giving written notice to the Employer, may draw up separate schedules in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender. All such schedules must be signed and clearly marked as appendices to the relevant returnable schedules. The Employer does not take any responsibility for any separate schedules lost during the tender evaluation process.

**T2.2: RETURNABLE SCHEDULES**

**A: CERTIFICATE OF CONFIRMATION THAT THE TENDERER READ THE CLARIFICATION BRIEFING PRESENTATION**

**Note to tenderer:**

- 1. The tender is required to complete this certificate to certify that the tender has read the clarification briefing presentation provided for by the Employer as part of this tender documentation.

This is to certify that I, .....

representative of (insert name of tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

E-mail .....

read the clarification briefing presentation provided for by the Employer as part of this tender documentation.

TENDERER'S REPRESENTATIVE .....  
 Signature ..... Date .....

**B: JOINT VENTURE / CONSORTIUM DISCLOSURE (if applicable)**

**Notes to tenderer:**

- 1. If submitting a tender offer as a joint venture (JV) or consortium, attach a signed copy of the JV or Consortium Agreement duly signed by all members, to this Returnable Schedule.
- 2. The percentage (%) shareholding as well as the participation details of each member shall be clearly stated.
- 3. In case of a JV or consortium the tender is required to comply with the additional requirements in terms of following Returnable Schedules:
  - C: CERTIFICATE OF AUTHORITY FOR SIGNATORY
  - D1: CERTIFICATE OF SINGLE TENDER SUBMISSION (JV or CONSORTIUM MEMBER)
  - F: COMPULSORY ENTERPRISE QUESTIONNAIRE
  - G: (SBD 4) DECLARATION OF INTEREST
  - H: (SBD 6.1) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
  - I: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
  - J: CERTIFICATE OF TAX COMPLIANCE
  - K: CERTIFICATE OF INSURANCE COVER
  - L: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS
  - M: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993
  - N: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION
- 4. Failure to comply with the requirements of this Returnable Schedules may render the tender offer non-responsive.

TENDERER'S REPRESENTATIVE

.....  
Signature

.....  
Date

**C: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

**Notes to tenderer:**

- 1 The signatory for the tenderer shall confirm his/her authority thereto by attaching, to this Returnable Schedule, on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
- 2. In the event of a tender submission by a joint venture or consortium, a certificate is required from each member of the joint venture or consortium clearly setting out authority for signatory.
- 3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.
- 4. Compliance with the requirements of this Returnable Schedule is deemed a material responsiveness criteria.

**EXAMPLE BELOW:**

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

Mr/Ms .....

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for **BID NO. SCMU10-24/25-0015** and any contract that may arise therefrom on behalf of

.....  
*(name of tenderer in block capitals)*

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS: .....

DATE:.....

SIGNATURE OF SIGNATORY:.....

WITNESS: .....

SIGNATURE

SIGNATURE

.....  
NAME (PRINT)

.....  
NAME (PRINT)

**D1: CERTIFICATE OF SINGLE TENDER SUBMISSION (JV or CONSORTIUM MEMBER)**

**Notes to tenderer:**

- 1. This certificate serves as a declaration by the tenderer’s Joint Venture (JV) or Consortium member that a single tender was submitted.
- 2. In the case of a Joint Venture (JV) or Consortium a separate certificate is to be completed and submitted by each JV or Consortium member.
- 3. One (1) completed certificate required for each Joint Venture / Consortium member and attached to Returnable Schedule B: JOINT VENTURE / CONSORTIUM DISCLOSURE, if applicable.
- 4. Compliance with the requirements of this Returnable Schedule is deemed a material responsiveness criteria if the tenderer submits a tender offer as a Joint Venture (JV) or Consortium.

**DECLARATION**

I, the undersigned, .....

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

- 1. I have read and understand the notes to, and the contents of, this certificate.
- 2. Joint Venture / Consortium member name: .....
- 3. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, include a Joint Venture / Consortium member participating in more the one (1) tender for this project.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....

**D2: CERTIFICATE OF SINGLE TENDER SUBMISSION (SUBCONTRACTED KEY PERSON)**

**Notes to tenderer:**

- 1. This certificate serves as a declaration by the tenderer’s (subcontracted) Key Person that a single tender was submitted.
- 2. In the case of a subcontracted Key Person, a separate certificate is to be completed and submitted by each subcontracted Key Person.
- 3. One (1) completed certificate required for each subcontracted Key Person and attached to Returnable Schedule N: KEY PERSONNEL SCHEDULE, if applicable.
- 4. Compliance with the requirements of this Returnable Schedule is not deemed a material responsiveness criterion if a tenderer submits a tender offer which includes subcontracted Key Person(s) (a person who is not in the full-time employment of the tenderer at the tender closing time).

**DECLARATION**

I, the undersigned, .....

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

- 1. I have read and understand the notes to, and the contents of, this certificate.
- 2. Key Person name: .....
- 3. Key Personnel position: .....
- 4. I understand that the accompanying tender and any other tender shall be disqualified in the event that I, include a subcontracted Key Person participating in more the one (1) tender for this project.

SIGNATURE: .....

DATE: .....

NAME: .....

POSITION: .....



**E: (SBD 1) INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EASTERN CAPE DEPARTMENT OF TRANSPORT</b>					
BID NUMBER:	BID NO. <b>SCMU10-24/25-0015</b>	CLOSING DATE:	<b>04/11/2024</b>	CLOSING TIME:	11H00
DESCRIPTION	Professional Consulting Transport Infrastructure Service Provider comprising of a Project Manager and Infrastructure Development Information Technology (IT) Specialist to analyse integration and advise on suitable Infrastructure operating system for a period of 9 months. Eastern Cape Department of Transport - Bisho				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Eastern Cape Department of Transport					
32 Cowan Close, Flemming Street					
Entrance Foyer C, Stellenbosch Park Building					
Schornville, King Williams Town, 5601					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr P Nqikashe		CONTACT PERSON	Mr S. Soga	
TELEPHONE NUMBER	(067) 419-8001		TELEPHONE NUMBER	(074) 1422 885	
FACSIMILE NUMBER	Not available		FACSIMILE NUMBER	Not available	
E-MAIL ADDRESS	<a href="mailto:Philasande.Nqikashe@ectransport.gov.za">Philasande.Nqikashe@ectransport.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Sibabalwe.Soga@ectransport.gov.za">Sibabalwe.Soga@ectransport.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**SBD 1**

**PART B – TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

**F: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: cidb registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD4 must be completed for each submission and attached as a submission requirement**

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

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

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

Signed: .....

Date: .....

Name: .....

Position: .....

Enterprise name: .....

**G: (SBD 4) BIDDER'S DISCLOSURE**

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

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

2. **Definitions:**

2.1 "State" means:

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

3. **In case of a joint venture (JV), separate declaration of interest returnable schedule is to be completed and submitted by each JV member.**

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

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

4.2 Identity Number:.....

4.3 Position occupied in the Company (director, trustee, shareholder):.....

4.4 Company Registration Number:.....

4.5 Tax Reference Number:.....

4.6 VAT Registration Number: .....

4.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 5 below.

**SBD 4**

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

4.7.1 If so, furnish the following particulars:

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

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

Position occupied in the State institution: .....

Any other particulars:

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

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

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

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

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

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

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

4.8.1 If so, furnish particulars:

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

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

4.9.1 If so, furnish particulars.

.....

.....

.....

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

4.10.1 If so, furnish particulars.

.....

.....

.....

4.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
 of the company have any interest in any other related companies  
 whether or not they are tendering for this contract?

4.11.1 If so, furnish particulars:

.....

.....

.....

**5 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**6 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 4 and 5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF C.3.7 OF THE CONDITIONS OF TENDER SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of bidder**

**SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 organ of state  
(delete whichever is not applicable for this tender)

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

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

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

1.4 To be completed by the organ of state:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof of 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 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 SERVICE DEFINITIONS

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

A MAXIMUM OF 80 OR 90 POINTS IS ALLOCATED FOR PRICE ON THE FOLLOWING BASIS:

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

Where

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

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

<b>PREFERENTIAL SPECIFIC GOALS POINTS TABLE</b>		
<b>The specific goals allocated points in terms of this tender.</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<b>Historically Disadvantaged Individuals Ownership</b>		
Black ownership	4	
Women ownership	4	
Youth ownership	4	
People living with disabilities	2	
<b>Locality:-</b>		
(a) Within the Eastern Cape Province	6	
(b) Outside the Eastern Cape Province	2	

**5. BID DECLARATION**

5.1 Bidders who claim points in respect **Specific goals for the tender** must complete the following:

**DECLARATION WITH REGARD TO COMPANY/FIRM**

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. 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]

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

<b>I: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
---

**Note to tenderer:**

1. **If an addendum containing material amendments is not incorporated by the tenderer in his tender offer, the tender will be declared non-responsive.**

We confirm that the following addenda issued by the Employer on the Eastern Cape Department of Transport website <a href="http://www.ectransport.gov.za">www.ectransport.gov.za</a> , before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

(Attach additional pages if required.)

TENDERER'S REPRESENTATIVE

.....  
Signature

.....  
Date

<b>J: COMPANY EXPERIENCE SCHEDULE (including Table A of this schedule)</b>
--

**Notes to Tenderer:**

1. The tenderer is required to complete Table A of this Returnable Schedule, indicating similar projects completed by the tenderer as defined in C.2.1.1a) of T1.2: TENDER DATA.
2. For each similar project listed by the tenderer in Table A, the tenderer must attach to this Returnable Schedule:
  - a) the tenderer's appointment letter for the similar project; and
  - b) the proof of completion certificate of the project (if completed); and
  - c) completed and signed returnable schedule J(A): SIMILAR PROJECT COMPLETED VERIFICATION FORM.
3. The tenderer is required to indicate in TABLE A if the similar project was completed or currently being carried out as:
  - a) a single entity (SE); or
  - b) a joint venture or consortium (JV or C)
4. The tenderer must only list defined similar projects completed or currently being carried out by the tenderer in TABLE A.
5. The information supplied by the tenderer will be deemed material in terms of the Employer's evaluation of the tenderer's eligibility to submit a tender offer.
6. Compliance with C.2.1.1a) of T1.2: TENDER DATA and this Returnable Schedule is deemed a material responsiveness criteria.

**TABLE A: LIST OF SIMILAR PROJECTS FOR RETURNABLE SCHEDULE J**

COMPLETION DATE (mm/yyyy) or CURRENTLY BEING CARRIED OUT				
VALUE OF WORKS COMPLETED (incl. VAT)				
DURATION OF WORKS (months)				
SHORT DESCRIPTION OF WORKS COMPLETED				
WORK DONE AS A (tick applicable box) [SE = Single entity JV or C = Joint Venture or Consortium]	<input type="checkbox"/> SE <input type="checkbox"/> JV or C	<input type="checkbox"/> SE <input type="checkbox"/> JV or C	<input type="checkbox"/> SE <input type="checkbox"/> JV or C	<input type="checkbox"/> SE <input type="checkbox"/> JV or C
EMPLOYER				
CONTRACT NAME AND CONTRACT NUMBER				

TENDERER'S REPRESENTATIVE

.....  
Signature

.....  
Date

**J(A): SIMILAR PROJECT VERIFICATION FORM (one verification form required for each listed project in Table A of Returnable Schedule J: COMPANY EXPERIENCE SCHEDULE)**

**SIMILAR PROJECT VERIFICATION FORM (QUESTIONNAIRE)**

**FOR BID NO. SCMU10-24/25-0015**

**PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.**

**EASTERN CAPE DEPARTMENT OF TRANSPORT - BISHO**

**NAME OF TENDERER:** .....

**VERIFICATION OF TENDERER'S INDICATED SIMILAR PROJECT**

**PART A OF RETURNABLE SCHEDULE J:**

*[To be completed by the tenderer]*

CONTRACT NO.: .....

CONTRACT NAME: .....

.....

EMPLOYER/ CLIENT: .....

TENDERER: .....

VALUE OF RELATED CONTRACT AT COMPLETION (INCL. VAT): R .....

MONTH/YEAR COMPLETED: .....

**PART B OF RETURNABLE SCHEDULE J:**

*[To be completed by the employer for the CONTRACT NO. indicated in Part A of Returnable Schedule J]*

- 1. Was the tenderer (as indicated in Part A of Returnable Schedule J) appointed by the employer for CONTRACT NO. as indicated in Part A of Returnable Schedule J?

YES	NO	(TICK APPLICABLE BOX)
-----	----	-----------------------

- 2. Was a certificate of completion in terms of the conditions of contract, for CONTRACT NO. as indicated in Part A of Returnable Schedule J, issued to the tenderer?

YES	NO	CURRENTLY BEING CARRIED OUT	(TICK APPLICABLE BOX)
-----	----	-----------------------------	-----------------------

**CONTINUES ON NEXT PAGE**

**RETURNABLE SCHEDULE J (continues)**

**VERIFICATION OF TENDERER’S INDICATED SIMILAR PROJECT**

**PART B OR RETURNABLE SCHEDULE J (continues):**

*[To be completed by the employer for the CONTRACT NO. indicated in Part A of Returnable Schedule J]*

3. Is the employer for CONTRACT NO. as indicated in Part A of Returnable Schedule J a National or Provincial Roads Authority?

YES	NO	<i>(TICK APPLICABLE BOX)</i>
-----	----	------------------------------

4. Is the project located within the SADC (South African Development Community) region?

YES	NO	<i>(TICK APPLICABLE BOX)</i>
-----	----	------------------------------

5. Do the activities during the execution of the Contract (Systems development) include a minimum of the following activities: KEY DELIVERABLES

(a) Investigate and recommend integrated software packages for Infrastructure development.	YES	NO	<i>(TICK APPLICABLE BOX)</i>
(b) Compilation of a specification for an Integrated Infrastructure Project Management software.	YES	NO	<i>(TICK APPLICABLE BOX)</i>
(c) Procurement and delivery of the Software Package by Developing a Procurement strategy of a software and supporting the selection of the software service provider.	YES	NO	<i>(TICK APPLICABLE BOX)</i>

**Details of Respondent** *(employer for the CONTRACT NO. indicated in Part A of Returnable Schedule J):*

Verification information supplied by:  
*(state name & surname)* .....

Designation on Project: .....

Name of Client: .....

Signature: ..... Date: .....

**Contact Details:**

Tel No.: .....

Email: .....

<b>Client Stamp/ Representative signature:</b>
--

***(Please return both pages to Tenderer for submission with their Tender)***



<b>K: KEY PERSONNEL SCHEDULE (including Table A of this schedule)</b>
---

**Notes to Tenderer:**

1. The tenderer is required to complete Table A of this Returnable Schedule, indicating the required information for Key Personnel as defined in C.2.1.1b) of T1.2: TENDER DATA.
2. The tenderer is required to indicate in TABLE A of this Returnable Schedule if the Key Person(s) is in the full-time employment of the tenderer or intend to employ (subcontracted).
3. For each indicated Key Person listed by the tenderer in Table A, the tenderer must attach to this Returnable Schedule:
  - a) A detailed CV of the Key Person, which includes type and duration of experience and references for similar project experience; and
  - b) Certified copy of valid professional registration (if required); and
  - c) Letter (on the tenderer's company letterhead) confirming that the Key Person is in the full-time employment of the tender signed by the tenderer; or
  - d) Letter of intent (on the tenderer's company letterhead) for the Key Person which the tenderer intends to employ (subcontract), if awarded the contract, signed by both the tenderer and Key Person. Including, Returnable Schedule D2: CERTIFICATE OF SINGLE TENDER SUBMISSION (SUBCONTRACTED KEY PERSONNEL).
4. The information supplied by the tenderer will be deemed material in terms of the Employer's evaluation of the tenderer's eligibility to submit a tender offer.
5. Compliance with C.2.1.1b) of T1.2: TENDER DATA and this Returnable Schedule is not deemed a material responsiveness criteria however the key personnel meeting the stated requirements will be required during implementation of the project.

**TABLE A: LIST OF KEY PERSONNEL FOR RETURNABLE SCHEDULE K**

Contact No.			
Currently in the full-time employment of the tenderer (Yes / No)			
Post Minimum Registration / Qualification Experience (years)			
Microsoft Expert Professional Certification No. and AZURE DEVOPS Certification No.			
Professional Registration No. with ECSA or SACPCMP			
ID Number			
Name & Surname			
Position	Contract Engineer/ Project Manager	IT Specialist	

TENDERER'S REPRESENTATIVE

.....  
Signature

.....  
Date

**L: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

**Notes to Tenderer:**

1. The tenderer must be registered the National Treasury Central Supplier Database and tax status must be compliant, in terms of National Treasury requirements, prior to acceptance of a tender offer.
2. The tenderer shall complete this Returnable Schedule and attach a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database ([www.treasury.go.za](http://www.treasury.go.za)). In the case of a joint venture (JV) or consortium, the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer’s risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.

**IN CASE OF SINGLE TENDERING ENTITY:**

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

**IN CASE OF A JOINT VENTURE / CONSORTIUM:**

*Lead member if Joint Venture / Consortium*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

*Other member(s) of Joint Venture / Consortium*

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

Name of Supplier: .....

Central Supplier Database Supplier Number: .....

(Attached additional pages if more space is required.)

TENDERER’S REPRESENTATIVE

.....  
Signature

.....  
Date

**M: CERTIFICATE OF TAX COMPLIANCE**

**Notes to Tenderer:**

- 1. The tenderer is required to complete the declaration below.
- 2. In the event of a tender submission by a joint venture or consortium each member of the joint venture or consortium is required to complete the declaration below.
- 3. Each Targeted Enterprise taking part of a tender submission is required to complete the declaration below.
- 4. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer’s risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.

I, ..... (name)

the undersigned in my capacity as ..... (position)

on behalf of ..... (name of company)

herewith grant consent that SARS may disclose to the Eastern Cape Department of Transport our tax compliance status.

For this purpose our unique security personal identification number (PIN) is .....

.....  
**SIGNATURE**

.....  
**DATE**

**N: CERTIFICATE OF INSURANCE COVER**

**Notes to Tenderer:**

1. The tenderer is required to complete this Returnable Schedule and attach proof of insurance cover.
2. In the event of a tender submission by a joint venture or consortium each member of the joint venture or consortium is required to complete a copy of this Returnable Schedule and attach proof of insurance cover.
3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer’s risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.

The tenderer shall provide the following details of this insurance cover:

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: .....

TENDERER’S REPRESENTATIVE

.....  
Signature

.....  
Date

**O: TENDERER'S REGISTERED FINANCIAL SERVICE PROVIDER LETTER AND BANK DETAILS**

**Notes to Tenderer:**

- 1. The tenderer is required to complete this Returnable Schedule and attach a letter (dated less than 3 months prior to the tender closing date) from the bank at which he declares he conducts his account.
- 2. In the event of a tender submission by a joint venture or consortium each member of the joint venture or consortium is required to complete a copy of this Returnable Schedule and attach a letter (dated less than 3 months prior to the tender closing date) from the bank at which he declares he conducts his account.
- 3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.

The tenderer shall provide the following:

- i) Name of account holder: .....
- ii) Account number: .....
- iii) Bank name: .....
- iv) Branch number: .....
- v) Bank and branch contact details: .....  
.....

TENDERER'S REPRESENTATIVE .....  
 Signature Date

<b>P: CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014 AS WELL AS COID ACT, 1993</b>
--

**Notes to Tenderer:**

- 1. Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that may result from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**
- 2. The tenderer shall attach to this Returnable Schedule evidence that he is registered and in good standing with the Compensation Fund in terms of Section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).**
- 3. In the event of a tender submission by a joint venture or consortium each member of the joint venture or consortium is required to comply with the requirements of this Returnable Schedule.**
- 4. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer's risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.**

**Q: CERTIFICATE OF PERMISSION TO CONDUCT DUE DILIGENCE INVESTIGATION**

**Notes to Tenderer:**

- 1. The tenderer is required to complete the declaration below.
- 2. In the event of a tender submission by a joint venture or consortium each member of the joint venture or consortium is required to complete the declaration below.
- 3. The information supplied in this returnable schedule and any additional information as may be requested by the Employer will be deemed material to the Employer’s risk analysis, in terms of C.3.13b) of the Standard Conditions of Tender, of the tender offer.

I, ..... (name)

the undersigned in my capacity as ..... (position)

on behalf of ..... (name of company)

herewith grant consent that the Eastern Cape Department of Transport or any of their appointed Service Providers may

conduct a due diligence investigation on .....

..... (name of company)

to evaluate our ability to perform the contract as stipulated in C.3.13b) of the Conditions of Tender.

In addition, any information in this regard requested by the Eastern Cape Department of Transport or any of their appointed Service Providers, shall be submitted within the timelines of the request.

.....  
**SIGNATURE**

.....  
**DATE**



**R: SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER**

**Note to Tenderer:**

1. The tenderer's attention is drawn to C.2.12 of T1.2: TENDER DATA that no alternative tender offers will be considered and C.3.8 of the Standard Conditions of Tender and T1.2: TENDER DATA regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

TENDERER'S REPRESENTATIVE

.....  
Signature

.....  
Date

# CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

<b>C1.1</b>	<b>FORM OF OFFER AND ACCEPTANCE</b>	<b>51</b>
<b>C1.2</b>	<b>CONTRACT DATA</b>	<b>55</b>

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

**(AGREEMENT)**

**C1.1.1 FORM OF OFFER**

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

**CONTRACT NO: BID NO. SCMU10-24/25-0015**

**PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.  
EASTERN CAPE DEPARTMENT OF TRANSPORT - BISHO**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
.....  
..... Rand (in words); R ..... (in figures)

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

For the **Tenderer:**

Signature and Name of **Witness:**

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Capacity

.....  
Date

Name and Address of Organisation:

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

**C1.1.2 FORM OF 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 Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in:

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

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**Part C4: Site Information**

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

Deviations from and amendments to the documents listed in the 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (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. Failure to fulfil any of these obligations in accordance with these terms shall constitute a repudiation of this Agreement.

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

For the **Employer:**

Signature and Name of **Witness:**

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Capacity

.....  
Date

Name and Address of Organisation:

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

**C1.1.3 SCHEDULE OF DEVIATIONS**

**Notes:**

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

- (i) Subject: .....  
 Details: .....
- (ii) Subject: .....  
 Details: .....
- (iii) Subject: .....  
 Details: .....
- (iv) Subject: .....  
 Details: .....
- (v) Subject: .....  
 Details: .....

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

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

**For the Tenderer:**

**For the Employer:**

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

Signature  
Name  
Capacity

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

Name and Address of Organisation

Name and Address of Organisation

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

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

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

Witness Signature  
Witness Name  
Date

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

## 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](http://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**

Clause	Description / Wording
1.	<p><b>DEFINITIONS</b></p> <p><i>Add the following new definitions to Clause 1:</i></p> <p><b><u>“Agent</u></b> The Service Provider appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.</p> <p><b><u>Black People</u></b> Black people has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).</p> <p><b><u>Construction monitoring/supervision</u></b> The process of managing and co-ordinating the Works Contract and over-seeing and/or inspecting the Works in accordance with the Employer's requirements.</p> <p><b><u>Consulting Engineering Firm</u></b> A natural person or legal entity which provides independent technology-based intellectual services in the built, human and natural environment to clients for a fee, and does not engage in or is not a subsidiary or holding company of a company that engages in manufacturing or construction and is not in substance owned by the State or a similar public body or is not in substance the design department of a development, manufacturing or construction enterprise.</p> <p><b><u>Contractor</u></b> The contracting party named as contractor in the form of offer and acceptance of the Works Contract accepted by the Employer.</p> <p><b><u>EME</u></b> EME is an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).</p>

Clause	Description / Wording
	<p><b><u>Engineer</u></b> The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.</p> <p><b><u>People with Disabilities</u></b> People with Disabilities has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).</p> <p><b><u>QSE</u></b> QSE is a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).</p> <p><b><u>Targeted Enterprise</u></b> A Consulting Engineering Firm who is an EME (BEP)* or QSE (BEP)*, contracted by the Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:</p> <ul style="list-style-type: none"> <li>(a) Is at least 51% owned by black people and</li> <li>(b) Has a B-BBEE status* of 'level one or level two contributor'; and</li> <li>(c) does not share equity holding with the Service Provider; and</li> <li>(d) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and</li> <li>(e) is registered on the National Treasury's Central Supplier Database (CSD).</li> </ul> <p>* NOTE: All references to EME, QSE, B-BBEE status are in terms of the amended Construction Sector Codes published in Notice 931 of 2017 in Government Gazette No 41287 on 1 December 2017.</p> <p><b><u>Works or Works Contract</u></b> That project or part of a project that the employer wishes to have delivered and for which the Service Provider has been appointed for the performance of the services specified in this contract.</p> <p><b><u>Youth</u></b> For purposes of this contract, Youth means persons between the ages of 18 (eighteen) and 35 (thirty-five)."</p>
1.	The Employer is the Eastern Cape Department of Transport (ECDoT).
3.4 and 4.3.2	<p>The authorized and designated representative of the Employer is:</p> <p>Name: Mr Sibabalwe Soga</p> <p>The address for receipt of communications is:</p> <p>Telephone: 074 142 2885</p> <p>Facsimile: Not available</p> <p>E-mail: Sibabalwe.Soga@ectransport.gov.za</p> <p>Physical address: 32 Cowan Close, Flemming Street Stellenbosch Park Building Schornville King Williams Town, 5601</p> <p>Postal address: Private Bag X0023 Bisho, 5605</p>



Clause	Description / Wording
1.	<b>Professional Consulting Transport Infrastructure Service Provider comprising of a Project Manager and Infrastructure Development Information Technology (IT) Specialist to analyse Integration and advise on suitable Infrastructure Operating System for a period of 9 months Eastern Cape Department of Transport - Bisho</b>
1.	The Start Date is when the Agreement comes into effect (Refer to C1.1 Form of Offer and Acceptance).
3.4.1	Communications by facsimile is not permitted.
3.5	The location for the performance of the Project is as indicated in Part C4: Site Information.
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 written approval of the Employer.
3.12.1	The penalty payable for poor performance will be applied over the full-time duration of the Contract. Penalty charges shall be as follows: (a) Failure to meet milestone dates in the Project programme = R 2 000.00/day (excl. VAT) subject to a maximum amount of 10% of the Contract Value (excluding prime cost and provisional sums).
3.15.1	The programme shall be submitted within 14 days of the Start Date.
3.16	<i>Delete the contents of Clause 3.16.</i>
5	<p><b>SERVICE PROVIDER'S OBLIGATIONS</b></p> <p><b>5.1 General</b></p> <p>5.1.1 <i>Amend Clause 5.1.1 to read as follows:</i></p> <p>"The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services"</p> <p><i>Add the following Clauses after Clause 5.1.2:</i></p> <p>"5.1.3 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional.</p> <p>5.1.4 Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatory" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 5(5), (6) and (7) of the said Act.</p> <p>5.1.5 The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by others.</p> <p>5.1.6 All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.4.1.</p>

Clause	Description / Wording
5.4.1	<p>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.</p> <p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> <li>1. Insurance against Professional Indemnity  Cover is: R 10,0 million without a limit on the number of claims (The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's costs for defending any claim.)  Period of cover: 1 year</li> </ol>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking / effecting any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Appointing Key Personnel not listed by name in the Contract Data.</li> <li>2. Appointing subcontractors for the performance of any part of the Service.</li> <li>3. Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract.</li> <li>4. Authorising any work outside the contract limits.</li> <li>5. Over-expenditure on the Works Contract.</li> <li>6. Changing the scope of work for the Contract.</li> <li>7. Acceptance of sub-standard work and/or reduced payments under the Contract.</li> <li>8. Making statements to the media regarding the project.</li> </ol>
7.1.2	<p>Key Persons required for this project are:</p> <ol style="list-style-type: none"> <li>1. <b>Project Manager, Engineer or Engineering Technologist which shall</b> <ul style="list-style-type: none"> <li>• be registered as a valid Professional Project Manager or Professional Engineer or Professional Engineering Technologist under the Council for the Built Environment (Act 43 of 2000), Engineering Council of South Africa (ECSA), South African Council for the Project and Construction Management Professions (SACPCMP) and</li> <li>• have a minimum of 10 years' post-professional registration experience.</li> <li>• have a minimum of five (5) years' experience in Transport infrastructure systems development as a project manager.</li> </ul> </li> <li>2. <b>IT Specialist which shall</b> <ul style="list-style-type: none"> <li>• be registered as a valid Microsoft Expert Certification Professional</li> <li>• have a bachelor's degree in information technology/ Information Systems</li> <li>• have a Microsoft Systems Developer (AZURE DEVOPS)</li> <li>• have a minimum of three (3) years' experience in Transport infrastructure systems development as a software developer.</li> </ul> </li> </ol>
7.1.6	<p><i>Add the following after Clause 7.1.5:</i></p> <p>Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.</p>
7.2	<p>The working hours and holiday for site staff are:</p> <ul style="list-style-type: none"> <li>• Site working hours</li> <li>• Annual leave shall be taken during the recognized construction industry shutdown period.</li> </ul>

Clause	Description / Wording
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) days of date that the Contract becomes effective.
8.4.3 (c)	The period of suspension under this Clause is not to exceed three (3) months.
9.1	Copyright of documents prepared for the Project shall vest with the Employer.
11.3	<p>The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.</p> <p>All Targeted Enterprise(s)/ subcontractor(s) shall be registered on the National Treasury's Central Supplier Database (CSD)</p> <p>The Service Provider shall disclose all subcontracting arrangements. If the Service Provider fails to disclose, he shall be given 14 days to make representation as to why:</p> <ul style="list-style-type: none"> <li>(i) the contract shall not be terminated;</li> <li>(ii) the Service Provider shall not be penalised up to 10% of the value of the contract.</li> </ul>
12.1.2	Interim settlement of disputes is to be by 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	Final settlement is by 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.
14.5	<p><i>Add the following after Clause 14.4:</i></p> <p>If applicable, Contract Price Adjustment will be paid according to pricing instruction clause C2.1.6 of the pricing data.</p> <p>Base date shall be 28 days prior to the latest date for submission of tenders.</p>
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:  <b>Address (Postal):</b> ..... ..... ..... .....  <b>Address (Physical):</b> ..... ..... ..... .....  Telephone Number (Work): .....  Telephone Number (After Hours): .....  Facsimile Number: .....  Electronic Mail Address (E-mail): .....

Clause	Description / Wording												
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" data-bbox="400 1032 1452 1592"> <thead> <tr> <th data-bbox="400 1032 727 1133"><i>Position</i></th> <th data-bbox="727 1032 1182 1133"><i>Name &amp; Surname</i></th> <th data-bbox="1182 1032 1452 1133"><i>Indicate whether full-time employed or subcontracted</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1133 727 1290">Contract Engineer / Project Manager</td> <td data-bbox="727 1133 1182 1290"></td> <td data-bbox="1182 1133 1452 1290"></td> </tr> <tr> <td data-bbox="400 1290 727 1447">IT Specialist</td> <td data-bbox="727 1290 1182 1447"></td> <td data-bbox="1182 1290 1452 1447"></td> </tr> <tr> <td data-bbox="400 1447 727 1592"></td> <td data-bbox="727 1447 1182 1592"></td> <td data-bbox="1182 1447 1452 1592"></td> </tr> </tbody> </table>	<i>Position</i>	<i>Name &amp; Surname</i>	<i>Indicate whether full-time employed or subcontracted</i>	Contract Engineer / Project Manager			IT Specialist					
<i>Position</i>	<i>Name &amp; Surname</i>	<i>Indicate whether full-time employed or subcontracted</i>											
Contract Engineer / Project Manager													
IT Specialist													

**CONTRACT**

**PART C2: PRICING DATA**

<b>C2.1</b>	<b>PRICING INSTRUCTIONS</b>	<b>65</b>
<b>C2.2</b>	<b>PRICING SCHEDULE</b>	<b>68</b>

**C2.1: PRICING INSTRUCTIONS**

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for 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 in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, 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 quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The Tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.

The Tenderer shall 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 of this preamble.

The tendered lump sums and rates 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 items and to provide specific details. Reference shall, *inter alia*, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

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 de-deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.8 Provisional and Prime Cost Sums: Each 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 Sum relates, as the Employer shall have instructed.

For each 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 under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

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

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.9 Subject to the conditions stated in 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. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the Pricing Schedule. 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 tender sum will take place prior to the signing of the Contract. In their own interest Tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

C2.1.10 A tender shall 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 money 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.

<b>C2.2: PRICING SCHEDULE</b>
-------------------------------

**PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.**

**EASTERN CAPE DEPARTMENT OF TRANSPORT - BISHO**

<b>A. TASK FEES: PROFESSIONAL SERVICES</b>					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>3.10</b>	<b>Task-based stages of services:</b>				
<b>3.10.1</b>	Investigate and recommend integrated software packages for Transport Infrastructure development.	L/Sum	1		
<b>3.10.2</b>	Facilitate the interaction with the Information Technology (IT) Section of the ECDOT to ensure interface between Departmental systems.	L/Sum	1		
<b>3.10.3</b>	Develop the Procurement strategy of the software and support on the selection of the software service provider.	L/Sum	1		
<b>3.10.4</b>	Compile a comprehensive specification for an Integrated Infrastructure Project Management software.	L/Sum	1		
<b>3.10.5</b>	Procurement and delivery of the Software Package.	L/Sum	1		
<b>3.10.6</b>	Craft time and cost-related milestones for the Project.	L/Sum	1		
<b>3.10.7</b>	Close Out	L/Sum	1		
<b>3.11</b>	<b><u>DISBURSEMENTS</u></b>				
<b>3.11.1</b>	Travel	KM	34 000		
<b>3.11.2</b>	Miscellaneous	Prov Sum	-	-	R 50 000,00
<b>3.11.3</b>	Mark-up i.r.of 3.11.2 above	%			
<b>SUBTOTAL 1</b>					
VALUE ADDED TAX (VAT) (Add 15% of Subtotal 1)					
<b>TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>					

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:..... Date:.....

Name:..... Position:.....

Tenderer:.....

# CONTRACT

## PART C3: SCOPE OF WORK

<b>C3.1</b>	<b>EMPLOYER'S OBJECTIVES</b>	<b>69</b>
<b>C3.2</b>	<b>SITE LOCATION</b>	<b>69</b>
<b>C3.3</b>	<b>STANDARDS, MANUALS AND GUIDELINE DOCUMENTS</b>	<b>69</b>
<b>C3.4</b>	<b>DESCRIPTION OF THE PROJECT</b>	<b>69</b>
<b>C3.5</b>	<b>COMMUNICATION MANAGEMENT</b>	<b>69</b>
<b>C3.6</b>	<b>PERSONNEL REQUIREMENTS</b>	<b>69</b>
<b>C3.7</b>	<b>PROJECT PROGRAMME</b>	<b>70</b>
<b>C3.8</b>	<b>MEETINGS AND LIAISONS</b>	<b>71</b>
<b>C3.9</b>	<b>PAYMENT OF SERVICE PROVIDER/S</b>	<b>72</b>
<b>C3.10</b>	<b>RISK MANAGEMENT</b>	<b>72</b>
<b>C3.11</b>	<b>CLOSE OUT</b>	<b>72</b>

### **C3.1 EMPLOYER'S OBJECTIVES**

**TO EMPLOY A PROFESSIONAL CONSULTING TRANSPORT INFRASTRUCTURE SERVICE PROVIDER COMPRISING OF A PROJECT MANAGER AND INFRASTRUCTURE DEVELOPMENT INFORMATION TECHNOLOGY (IT) SPECIALIST TO ANALYSE INTEGRATION AND ADVISE ON SUITABLE INFRASTRUCTURE OPERATING SYSTEM FOR A PERIOD OF 9 MONTHS.**

### **C3.2 SITE LOCATION**

The proposed project is located at Head Office in Bhisho where meetings and working sessions will be held.

### **C3.3 STANDARDS, MANUALS AND GUIDELINE DOCUMENTS**

The standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- Public Finance Management Act (PFMA)
- Division of Revenue Act(DORA)
- State Information Technology Agency Act (SITAA)
- Construction Industry Development Board Act (CIDB)
- Council for the Built Environment Act (CBE)

The style, format and presentation of the documents prepared by the Service Provider shall be in accordance with the requirements of the Employer.

The latest versions and editions of these standards shall always be used. These standards are generally available from industry role players' websites, e.g. South African Government website (<https://www.gov.za>).

The above is not an exhaustive list but shall be viewed as being the minimum standards applicable to the project. The Service Provider must apply his own knowledge and experience and recommend to the Employer other appropriate standards for his consideration.

### **C3.4 DESCRIPTION OF THE PROJECT**

The Employer, ECDoT, is responsible for establishing systems that enhance performance of the different Programmes within the Department through the Project Management Office (PMO). The PMO therefore, has been tasked with putting in place systems that will serve desired efficiency and cost effective use of Public funds. The required service will ensure the procurement of the most valuable and effective software.

### **C3.5 COMMUNICATION MANAGEMENT**

Communication management must be identified early in the life of the project and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or commit the other.

At the earliest stage of the activities development the Service Provider should have already identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project.

### **C3.6 PERSONNEL REQUIREMENTS**

#### **(a) Key persons**

The Service Provider's key persons become a contractual commitment upon award. However, the Employer recognises that key persons may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request to the Employer for approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

The key persons required for this project are listed in C1.2: Contract Data: Part 1 – Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in C1.2: Contract Data: Part 2 – Information provided by the Service Provider.

(b) Minimum Requirements

The minimum qualifications and requirements for the Services and sub-Service Provider's personnel shall be as indicated in the table below.

**Minimum Requirements**

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years) <sup>3</sup>	Other Requirements
Project Manager	Pr Project Manager (SACPCMP/PMP) Pr Eng or Pr Tech Eng <sup>1</sup>	10	
IT Specialist	Microsoft Expert Certification Professional Microsoft Systems Developer (AZURE DEVOPS)	5	

- 1 Registered with Engineering Council of South Africa (ECSA) or any other international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord.
- 2 South African Council for Project and Construction Management Professions (SACPCMP)

**C3.7 PROJECT PROGRAMME**

The Service Provider shall programme its duties in such a manner to complete the various tasks of the project within the time periods specified in Table C3.7.1 below.

**Table C3.7.1: Project Programme**

	Project Tasks	Tasks Time Period or Completion Date
A	Project Hand-over and Briefing	To be announced
B	Craft time and cost-related milestones for the Project.	2 weeks
C	Investigate and recommend integrated software packages for Transport Infrastructure development.	1 Month
D	Facilitate the interaction with the Information Technology (IT) Section of the ECDoT to ensure the interface between Departmental systems.	2 Month
E	Develop the Procurement strategy of the software and support on the selection of the software service provider.	2 Months
F	Compile a comprehensive specification for an Integrated Infrastructure Project Management	2 Month

	Project Tasks	Tasks Time Period or Completion Date
	software.	
G	Procurement and delivery of the Software Package.	3 Month
H	Submission of final Close-out report	2 weeks

**NB: The personnel representing the appointed service provider must ensure that deliverables and scope of work complement each other from both ends (visa versa). The envisaged close working relationship between the two specialists above will be based on the following areas of collaboration, however not limited thereto:**



Structure of Project Management Modules within the IT System, Project life cycle being paramount	IT Model of Project life cycle modules
Financial project expenditure, cashflow projections, works programmes,	Modelling of expenditure patterns
Identification of linkages and interfacing activities within the Transport Infrastructure programme	Modelling the interface between Infrastructure Development Sub-programmes functions.
Identification of linkages and interfacing activities within the ECDoT programmes that have a bearing on the Infrastructure value chain.	Modelling the interface between the ECDoT Programmes functions.
Determine early warning mechanisms of project bottlenecks.	Design electronic early warning mechanisms
Identification of current efficient working tools and customising them for integration (Dashboards, templates etc)	Incorporation of working tools and customising them for electronic integration.

### C3.8 MEETINGS AND LIAISONS

(a) Meetings and liaisons between the Employer and the Service Provider

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service Provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider’s approved programme to discuss and record the progress of the Services.

Draft copies of all reports submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members (if any), sub-Service Providers and the designated key persons except for the hand-over meeting where the Employer shall also perform the duties of secretarial services. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

(i) Project hand-over meeting

The date of the meeting will have been fixed and notice for it and an agenda included with the letter of acceptance of the Service Provider’s offer.

The Service Provider shall come to this meeting prepared by his desktop assessment of the project details. The meeting provides a platform for the Service Provider to explain in detail how he intends going about the execution of the activities with specific reference to the methods, manuals and systems he will apply. The Service Provider shall identify those he thinks are relevant and anticipates he will use in developing the project design.

In addition, the Service Provider shall explain and demonstrate his awareness of the encompassing the corporate nature, social, economic and statutory environment within which the project is situated and how each impacts on it.

(ii) Progress meetings

The date for the first progress meeting shall be fixed at the hand-over meeting. The first progress meeting shall not be scheduled longer than six calendar weeks after the hand-over meeting.

The Service Provider's programme, as envisaged at the hand-over meeting shall be fine-tuned and approved at the first progress meeting. The approved programme shall identify the number and frequency of progress meetings. They may be reduced or increased as necessary to achieve the milestone date of delivery of the approved activities.

The purpose of progress meetings is to discuss the development of the project activities and the minutes produced shall form the record of progress against programme. The minutes shall record the discussions held and the decisions made.

### **C3.9 PAYMENT OF SERVICE PROVIDER/S**

The payment of the Service Provider will be on completion of every task as indicated in Table **C2.2: PRICING SCHEDULE**

For Travel, the unit of measurement shall be the number of kilometres travelled by the consultant and or his or her staff from their base to the relevant sites/locations.

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

### **C3.10 RISK MANAGEMENT**

The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting.

Used properly, the risk register will predict or pre-warn of change; as the probability of an event increases so will the need for a Works Authorisation to approve extensions of time or allocation of more funds become more certain.

A base risk register shall be discussed and recorded at the hand-over meeting. It shall be re-visited at each successive progress meeting to confirm the status of each and record any changes. The opportunity to add more or remove others will also be discussed at the progress meetings.

A fundamental element of risk assessment, but by no means the only one, will be economic affordability meaning that each design strategy must be separately and broadly estimated for comparison against the basis of the Employer's budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employer's envisaged design strategy. Similarly, other identified risks will have a cost element to them and these must also be brought to the Employer's attention for discussion and decision.



**C3.11 CLOSE OUT**

This section covers the fulfilling and completion of the project close-out including necessary documentation to facilitate effective completion, hand-over and operation of the project.

