CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER T 2026/075

THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START DATE TO 30 JUNE 2029

Closing date: 11:00 on Friday, 22 January 2027

Name of Tenderer			
Postal Address	…… …… ……		
Telephone number			
E-Mail address			
TOTAL BID PRICE (INCL. VAT) *(refer to page 70)*	R		
COMPLETION PERIOD:	**30 June 2029**	**B-BBEE LEVEL CLAIMED:**	

VOLUME 2

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial and Strategic Support Services
Supply Chain Management
Tel: 086 126 5263

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T1.1 Tender Notice and Invitation to Tender

T1.1.1 TENDER NOTICE

Tenders are hereby invited from suitably qualified, experienced and professional service providers for the management and implementation of the rural road asset management system within the Cape Winelands district municipal area from start date to 30 June 2029.

Technical enquiries regarding this bid may be directed to Mr. Henry Maart Tel: 021 888 5150 (E-mail: henry.maart@capewinelands.gov.za).

Closing date: 11:00 on Friday, 22 January 2027

Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or https://etenders.treasury.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 274.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

H PRINS
MUNICIPAL MANAGER

T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of tenderers as Annex C to this Tender Data.

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

C.1 General

C.1.1 Actions
Add the following:
The employer is Cape Winelands District Municipality.

C.1.2 Tender Documents
Add the following:
The tender documents issued by the employer comprise of those listed in the contents page.

The Tender Document shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

The following documents form part of this contract:

VOLUME 1: *The General Conditions of Contract are the Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009), published by the Construction Industry Development Board (CIDB), PO Box 2107, Brooklyn Square, 0075 are applicable to this Contract and are obtainable from www.cidb.org.za.*

Volumes 1 may be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

VOLUME 2 : *The **Document** issued by the employer, which comprises:*

Part T1: Tendering Procedures
T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data
T1.3 Annex C: CIDB Standard Conditions of Tender

Part T2: Returnable Documents
T2.1 List of Returnable Documents
T2.2 Returnable Documents

Part C1: Agreement
C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Standard Conditions of Contract

Part C2: Pricing data
C2.1 Pricing Assumptions
C2.2 Pricing Schedule: Summary of Quantities

Part C3: Scope of Work
C3.1 Description of Works

C.1.4 Communication and Employer's Contact

Add the following:

"Verbal information, given by the employer or his agent during site visits, clarification meetings or at any other time prior to the award of the contract, will not be regarded as binding on the employer or as amending the tender documents unless it is subsequently incorporated formally in an Addendum to Tenderers."

The Employer's agent is:

Name:	Mr. Henry Maart
Department:	Technical Services
Address:	P.O. Box 100, Stellenbosch,7599
Attention:	Mr Henry Maart
Tel:	021 888 5150
e-mail:	henry.maart@capewinelands.gov.za

C.1.6.2 Competitive negotiation procedure

Add the following:

A competitive negotiation procedure will **not** be followed.

C.1.6.3 Proposal procedure using two-stage system

Add the following:

A two-stage system will **not** be followed.

C.2 Tenderer's obligations

C.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

a) Score at least 60 or more points in the Functionality evaluation.

C.2.7 Clarification meeting

Add the following:

No clarification meeting will take place.

C.2.9 Insurance

Add the following:

The employer will not provide any insurance for goods prior to the transfer of ownership.

C.2.12 Alternative tender offers

Replace with:

C.2.12.1 No alternative tender offers will be accepted.

C.2.13 Submitting a Tender Offer

Add the following:

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

C.2.13.7 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**,7600
Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600
Identification details: **T 2026/075**
Title of Tender: **THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START TO 30 JUNE 2029**

C.2.15 Closing time
Add the following to clause C.2.15.1

C.2.15.1 The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender. Late tender offers will not be accepted.

Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

C.2.16 Tender offer validity
Add the following to clause C.2.16.1:

C.2.16.1 The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of one hundred and eighty (180) days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

C.2.23 Certificates
Add the following:
The tenderer is required to submit the certificates listed in the Returnable Documents.

C.2.23.1 Enterprise Registration
Tenderers shall append to Schedule 2: Compulsory Enterprise Questionnaire in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of their current Western Cape Supplier Evidence Bank and the Central Supplier Database registration and verification.

C.2.23.2 Tax Clearance Certificate
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire.**

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation
Tenderers shall append to Schedule 14: Preference Point Claim Form in C1.6: Returnable Schedules, documentary evidence/proof in the form of an original valid B-BBEE Status Level verification certificate in terms of the current code as determined by the Minister of the Department of Trade and Industry on Black Economic Empowerment.

Consortiums or Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate or scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified certificate/scorecard in the name of the Consortium/Joint Venture must be submitted with the tender (attached to Schedule 14).

C.3.4 Opening of tender submissions
Add the following:

The time and location for opening the tender offers are in accordance with C.2.13.7 & C.2.15.1.

C.3.5 **Two-envelope system**
Add the following:

C.3.5.1 The two-envelope system will not be followed for this contract.

C.3.8.2 **Two-envelope system**
Add the following:

C.3.8.3 The following will result in a submitted offer being considered non-responsive/invalid:

a) the tender offer is not submitted on the Form of Offer and Acceptance contained in this tender document

b) the tender is not completed in non-erasable black ink;

c) the Offer has not been signed;

d) The Tenderer does not accept the corrected total of prices in the event correction is needed due to arithmetic errors, omissions or discrepancies that are identified in the tender offer.

e) In the event the Tenderer fails to confirm receipt of Addenda and incorporate the contents thereof into the submitted offer, the Tender will be considered non-responsive. If the Tenderer claims that Addenda was not received, but the Employer can provide proof of transmission thereof (via electronic mail, facsimile or registered post) using the contact details as provided by the Tenderer, the submitted offer will be deemed non-responsive.

C.3.9 **Arithmetical errors, omissions and discrepancies**
Add the following

C.3.9.2 *Replace*
"C.3.9.2 Check the highest ranked…in accordance with C.3.11 for:"
with
Check responsive tender offers for:"

C.3.9.3 *Replace*
C.3.9.3 with "Notify the tenderer of all errors and omissions that are identified in the tender offer to confirm the corrected total of prices."

C.3.9.4 In the first sentence of item (a) of C3.9.4, *replace*
"…the line item total shall govern and the rate shall be corrected."
with
"…the unit rate shall govern and the line item total shall be corrected."

In item (b) of C.3.9.4, *replace*
"...the total of the prices will govern the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices."
with
"the total of the prices shall be corrected."

C.3.11 **Evaluation of tender offers**
Add the following

C.3.11.2 The method for the evaluation of tender offers is Method 2: Functionality, Price and Preference.

C.3.11.7 The financial offer will be scored using Formula 2 where W1 is;

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus W_1 tender evaluation points will be awarded to

tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

C.3.11.9 **Scoring Functionality** (Not Part of Total Tender Evaluation Points)
Replace entire clause F.3.11.9 with the following:

Functionality will be scored on those tenders regarded as being responsive. Please note that points scored for functionality will not have an influence on the total tender evaluation points and will therefore not affect the ranking of the tenderers, it will only be regarded as prequalification.

The functionality evaluation will relate to the tenderer's ability to provide a quality service to the Municipality based on the scope of works. Tenderers will be evaluated against the Functionality Criteria set out below. The Tenderer shall include in the relevant Returnable Schedules all required information for the Functionality Assessment. Tenderers will be
scored on the functionality criteria set out below and a weighted total score will be calculated out of 100). The minimum threshold for functionality is 60. Tenderers scoring less than 60
points will not meet the functionality criterion.

The following 5 items, will make out the functionality criteria for this tender;

- **Management System**
- **Proposed Work Plan & Methodology**
- **Key personnel**
- **Company profile of Relevant Experience**
- **Quality Management System**
- **Gantt Chart Program**

Management System

The company must have the required software to be able to house the collected RRAMS data, do analysis and represent the data to the client and recipient municipalities is an easily understandable format linked to a GIS background. If a tenderer indicated YES to any of the above items, proof of the individual management system capabilities must be attached to **Part T2.2 Returnable Schedules: Schedule 6A**.

Functionality Criteria	Description: Management System		Yes / No	Max Points
RRAMS System	Experience of the tenderer in the collection of selected road inventory data including condition assessment and traffic data and setting up pavement and bridge management systems compatible with National Standards.			10
	The system has an **integrated GIS system** to which all inventory data are coupled and can be shown geographically.	2	Yes / No	
	The system is capable to **host surfaced (bitumen, block paved, concrete) roads and gravel road** information, do analysis as per VCI method to calculate general road link conditions, assign maintenance actions and do costing estimates over a 5-year horizon. The information must be represented in GIS and charts, and print information in previously set-up reports and export information in Excel.	2	Yes / No	
	The system is capable to **host traffic counting** information, do analysis of 12- and 18-hour data sets to extract peak hours and calculate AADT values, represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.	2	Yes / No	
	The system is capable to **host bridge and culvert** information, analysis not required at this level and info can be imported from other systems, but represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.	2	Yes / No	
	The system is capable to **host traffic sign** information, do analysis on condition of sign and poles, with maintenance plan over 5 years, represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.	1	Yes / No	
	Transfer of data into **TMH 18 format** as accepted by The Department of Transport.	1	Yes / No	

Please indicate Yes or No for the requirements listed in terms of the RRAMS system you provide

Proposed Work Plan & Methodology

A proposed work plan must be provided with the tender submission, **Part T2.2 Returnable Schedules: Schedule 6B**, which must be of sufficient detail (but preferably not more than 10 - 12 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome.

Functionality Criteria	Description: Proposed Work Plan & Methodology		Max Points
Proposed work plan	The tenderer's understanding of the scope of work and challenges it present and the likelihood that the proposed work plan put forward by the tenderer will meet the desired outcomes of the project.		25
	No response	5	
	The proposed work plan and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	10	
	The proposed work plan is generic and not tailored to address the specific project objectives and methodology. The proposed work plan does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic.	15	
	The proposed work plan is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	20	
	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The proposed work plan details ways to improve the project outcomes and the quality of the outputs.	25	

Key personnel

The tenderer must attach their intended organogram, showing the full team that will execute the project. CV's of all the technical personnel above must be attached, listing relevant projects they worked on and copies of their qualifications and ECSA registrations. Also proof of the Project Management Course, the COTO Bridge certification. The information must be appended in **Part T2.2 Returnable Schedules: Schedule 6C**.

Functionality Criteria	Description: Key Personnel					Max Points
Experience of Key personnel						25
Title	Minimum criteria (otherwise regarded as non-responsive)	Rating	Relevant Experience	% Points		
Project Leader	Pr Eng / Pr Tech Eng and; Project Management course done in the last 10 years	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	100% 75% 50% 25% 10%	5	
Asset Management Technical Expert	Pr Eng / Pr Tech Eng	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	100% 75% 50% 25% 10%	5	
Pavement Engineer	Pr Eng / Pr Tech Eng	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	100% 75% 50% 25% 10%	5	
Bridge Engineer	Pr Eng / Pr Tech Eng and; Certified COTO bridge and culvert inspector	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	100% 75% 50% 25% 10%	5	
Traffic Engineer	Pr Eng / Pr Tech Eng	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	100% 75% 50% 25% 10%	5	

None of the resources listed in the table above, can be the same person.

Company profile of Relevant Experience

A Company Profile of the tenderer indicating relevant project experience and a list of contactable Clients for whom these projects were undertaken must be submitted with the tender, appended in **Part T2.2 Returnable Schedules: Schedule 6D.** To this, letters from clients to confirm successful completion of RRAMS projects must be appended.

Functionality Criteria	Description: Company Experience		Max Points
Company Profile	Experience of the tenderer in the collection of selected road inventory data including condition assessment and traffic data and setting up pavement and bridge management systems compatible with National Standards.		20
	Have completed **no** RRAMS appointment in the last 5 years.	5	
	Have successfully completed **at least one** RRAMS appointment in the last 5 years where Pavement Management data, Traffic counts and Bridge/Culvert data was collected and used in analysis.	10	
	Have successfully completed **at least two** RRAMS appointment in the last 5 years where Pavement Management data, Traffic counts and Bridge/Culvert data was collected and used in analysis.	15	
	Have successfully completed **at least three** RRAMS appointment in the last 5 years where Pavement Management data, Traffic counts and Bridge/Culvert data was collected and used in analysis.	20	

Quality Management System

The client wants to minimise risk and tenderers must be incorporating a quality assurance system. The tenderer's Quality Management System with regard to the effective provision of professional services required for the project planning, project preparation, project implementation. Top marks will be given for the ISO 9001 certification. Proof of a valid certification is required in **Part T2.2 Returnable Schedules: Schedule 6E** to earn points.

Functionality Criteria	Description: Quality Management System		Max Points
Quality System	The tenderer or at least the main JV partner is in possession of a valid ISO 9001 certification.		10
	No valid proof of ISO 9001 certification	5	
	Valid proof of ISO 9001 certification	10	

Gantt Chart Program

The Gantt Chart setting out the program over the implementation period for the CWDM RRAMS (from February 2027 – June 2029), must show activities clearly as set out in the Schedule of Quantities. For all the assessment items, the duration in each of the five LM must be clearly shown. A critical path must be shown, with report submission dates also visible. The Gantt Chart must correspond to the scheduling in the Schedule of Quantities, where the proposed spending over the 2026/2027, 2027/2028 & 2028/2029 is shown. The Gantt Chart must be appended to **Part T2.2 Returnable Schedules: Schedule 6F.** Points allocated will be as per the table below.

Functionality Criteria	Description: Gantt Chart Program		Max Points
Gantt Chart	The tenderer's understanding of the scope of work and the scheduling of the program activities over the implementation period, showing the duration in each of the LM's. A critical path must be shown, with report submission dates also visible.		10
	No Gantt Chart attached	2	
	Gantt Chart showing partial detailed activities as per Schedule of Quantities, activities as per LM's, Critical path, Report submission dates and it does not fully correspond with the scheduling in the Schedule of Quantities.	5	
	Gantt Chart showing detailed activities as per Schedule of Quantities, activities as per LM's, Critical path, Report submission dates and it corresponds with the scheduling in the Schedule of Quantities.	10	

C.3.13 Acceptance of tender offer

Add the following to C.3.13:

C.3.13.1 Tender offers will only be accepted if:

a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
b) 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;
c) the tenderer has not:
   i) abused the Employer's Supply Chain Management System; or
   ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
   iii) failed to perform on any previous contract and has been given a written notice to this effect;
d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

C.3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

C.3.13.3 Appeals

a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
b) An appeal must contain the following:
   i) Reasons and/or grounds for the appeal
   ii) The way in which the appellants rights have been affected
   iii) Remedy sought by appellant
c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)

Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599
b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

C.3.17 Add the following to Clause F.3.17

The number of paper copies of the signed contract to be provided by the Employer is **one (1)**

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
b) funds are no longer available to cover the total envisaged expenditure; or
c) no acceptable tenders are received.
d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in

the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning, or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

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

C.2.19 Inspections, tests, and analysis

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

C.2.20 Submit securities, bonds, and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions, and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate.
b) omissions made in completing the pricing schedule or SCHEDULEs of quantities; or

c) arithmetic errors in:
   (i) line-item totals resulting from the product of a unit rate and a quantity in SCHEDULEs of quantities or schedules of prices; or
   (ii) the summation of the prices.

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

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

a) If SCHEDULEs of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if SCHEDULEs of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether tender offers are complete
c) Determine whether tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
c) has the legal capacity to enter the contract.
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents and

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

T.2.1 List of Returnable Documents

T.2.2 Returnable Schedules

PART T 2.1: LIST OF RETURNABLE DOCUMENTS

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

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES *(appendix to schedule in document)*

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

PART T2.1 List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested. The tenderer must complete the Returnable Documents in **black ink**:

Schedule No.	Document	Page
1	INVITATION TO BID (MBD 1)	32
2	COMPULSORY ENTERPRISE QUESTIONAIRE	34
3	AUTHORITY OF SIGNATORY	36
4	CERTIFICATE OF JOINT VENTURE / SOLE PROPRIETOR / CLOSE CORPORATION	37
5	CERTIFICATE OF AUTHORITY FOR JOINT VENTURE	38
6A	SCHEDULE OF MANAGEMENT SYSTEM	39
6B	SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY	40
6C	SCHEDULE OF KEY PERSONNEL	41
6D	SCHEDULE OF RELEVANT EXPERIENCE	42
6E	SCHEDULE OF QUALITY MANAGEMENT SYSTEM	43
6F	SCHEDULE OF GANTS CHART PROGRAM	44
7	PROPOSED AMENDMENTS AND QUALIFICATIONS	45
8	MUNICPAL RATES AND SERVICES	46
9	DECLARATION OF INTEREST (MBD 4B)	47
10	TAX CLEARANCE REQUIREMENTS	52
11	JOINT VENTURE AGREEMENT, IF APPLICABLE	53
12	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	54
13	APPLICATION OF PREFERENCE POINTS SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	55
14	PREFERENCE POINTS CLAIM FORM IN THE TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	56
15	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	60
16	CERTIFICATE OF INDEPENDENT BID DETERMINATION	62
17	CLAIMING PREFERENCE POINTS	64
18	CREDIT ORDER INSTRUCTION	65
19	COIDA LETTER OF GOOD STANDING	66

PART T 2.1 Returnable Document checklist

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

Schedule No.	Document	Please tick if enclosed
1	INVITATION TO BID (MBD 1)	
2	COMPULSORY ENTERPRISE QUESTIONAIRE	
3	AUTHORITY OF SIGNATORY	
4	CERTIFICATE OF JOINT VENTURE / SOLE PROPRIETOR / CLOSE CORPORATION	
5	CERTIFICATE OF AUTHORITY FOR JOINT VENTURE	
6A	SCHEDULE OF MANAGEMENT SYSTEM	
6B	SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY	
6C	SCHEDULE OF KEY PERSONNEL	
6D	SCHEDULE OF RELEVANT EXPERIENCE	
6E	SCHEDULE OF QUALITY MANAGEMENT SYSTEM	
6F	SCHEDULE OF GANTS CHART PROGRAM	
7	PROPOSED AMENDMENTS AND QUALIFICATIONS	
8	MUNICPAL RATES AND SERVICES	
9	DECLARATION OF INTEREST (MBD 4B)	
10	TAX CLEARANCE REQUIREMENTS	
11	JOINT VENTURE AGREEMENT, IF APPLICABLE	
12	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
13	APPLICATION OF PREFERENCE POINTS SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
14	PREFERENCE POINTS CLAIM FORM IN THE TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	
15	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
16	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
17	CLAIMING PREFERENCE POINTS	
18	CREDIT ORDER INSTRUCTION	
19	COIDA LETTER OF GOOD STANDING	

PART T 2.2 Returnable Documents: SCHEDULE 1: INVITATION TO BID – MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2026/075	Closing date:	22/01/2027	Closing time:	11h00
Description	**THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START TO 30 JUNE 2029**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					

SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA CF registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		**OR**	CSD No:	MAAA

SPECIFIC GOALS IN TERMS OF THIS TENDER:

- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard
- 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located

B-BBEE status level verification certificate [tick applicable box]	☐ Yes ☐ No	Proof of Locality [tick applicable box]	☐ Yes ☐ No
B-BBEE status level sworn affidavit [tick applicable box]	☐ Yes ☐ No		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]

Are you the accredited representative in South Africa for the goods / services / works offered?	☐ Yes ☐ No [If yes enclose proof]	Are you a foreign based supplier for the goods / services / works offered?	☐ Yes ☐ No [If yes, answer part b:3
Total number of items offered		Total bid price	R
Signature of bidder		Date	
Capacity under which this bid is signed			

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Henry Maart
Telephone number	021 888 5150
E-mail address	Henry.maart@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za

TERMS AND CONDITIONS FOR BIDDING – PART B

1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online

1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.

2.5 Bidders may also submit a printed TCS certificate together with the bid.

2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.

2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	Is the entity a resident of the republic of South Africa (RSA)?	☐ Yes ☐ No
3.2.	Does the entity have a branch in the RSA?	☐ Yes ☐ No
3.3.	Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No
3.4.	Does the entity have any source of income in the RSA?	☐ Yes ☐ No
3.5.	Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No

If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

Signature(s): …….....

Name(s): .....

Capacity for the Tenderer: …….....

Date: .....

SCHEDULE 2: 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. **(Failure to do so may result in your bid being disqualified)**

Section 1: **Name of enterprise:** ……

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

Has and original and valid TAX clearance certificate been attached under Schedule 2D? **Yes / No**

Section 3: **Has a B-BBEE status level verification certificate been submitted?** **Yes / No**

If Yes, who was the certificate issued by? (Tick applicable box)

- ❑ An accounting officer as contemplated in the Close Corporation Act.
- ❑ A verification agency accredited by the South African National Accreditation System (SANAS).
- ❑ A registered auditor.

NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.

Section 4: **CIDB registration number, if any:** ……

Section 5: **Particulars of sole proprietors and partners in partnership**

Name*	Identity number*	Personal income tax number*

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

Section 6: **Particulars of companies and close corporations**

Company registration number: ……..

Close corporation number: ……

Tax reference number: ……

Section 7: **Record of service of the state**

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

Section 8: Record of spouses, children and partners in the service of the state

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

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

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

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

***** Insert separate page if necessary

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

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

Signature:		Date:	……../ …… / 20……..
Print Name:		Position:	

SCHEDULE 3: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs ……....

acting in his/her capacity as ……..……..……

of the business trading as ……

to sign all documentation in connection with Tender……..……..

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory it is not necessary to complete this form.

SCHEDULE 4: CERTIFICATE FOR JOINT VENTURE / SOLE PROPRIETOR / CLOSE CORPORATION

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms ……..……., authorized signatory of the company ……, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ……..…….. ……and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1.		Chairman:	
2.		Date:	

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE 5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ……..……..., authorised signatory of the company, close corporation or partnership …… ……., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		……..…… Signature: ……..…… Name: ……..… Designation
		……..…… Signature: ……..…… Name: ……..… Designation
		……..…… Signature: ……..…… Name: ……..… Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

SCHEDULE 6A: SCHEDULE OF MANAGEMENT SYSTEM

If a tenderer indicated "Yes" to any of the above items on page 9, proof of the individual management system capabilities must be attached to this page. The proof can be extracts from the system, screenprints, maps, charts, etc all in aid to show that the Service Provider has a system capable of delivering the Scope of Work, Project Specification and items listed in the Schedule of Quantities.

SCHEDULE 6B: SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY

A proposed work plan must be provided with the tender submission and will be evaluated as per page 10. It which must be of sufficient detail (but preferably not more than 10 - 12 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome.

The plan must reference the Gantt chart attached as Schedule 6F.

SCHEDULE 6C: SCHEDULE OF KEY PERSONNEL

The tenderer must attach their intended organogram, showing the full team that will execute the project. CV's of all the technical personnel above must be attached, listing relevant projects they worked on and copies of their qualifications and ECSA registrations. Also proof of the Project Management Course, the accredited COTO Bridge certification.

SCHEDULE 6D: SCHEDULE OF RELEVANT EXPERIENCE

The tenderer indicating relevant RRAMS project experience and a list of contactable Clients for whom these projects were undertaken must be submitted with the tender. To this, letters from clients to confirm successful completion of RRAMS projects must be appended.

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
Comp. Name					
Contact Person					
Tel					
Email					
Comp. Name					
Contact Person					
Tel					
Email					
Comp. Name					
Contact Person					
Tel					
Email					
Comp. Name					
Contact Person					
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Email					

SCHEDULE 6E: SCHEDULE OF QUALITY MANAGEMENT SYSTEM

The client wants to minimise risk and tenderers must be incorporating a quality assurance system. The tenderer's Quality Management System with regard to the effective provision of professional services required for the project planning, project preparation, project implementation. Top marks will be given for the ISO 9001 certification. Proof of a valid certification is required.

SCHEDULE 6F: SCHEDULE OF GANTS CHART PROGRAM

The client wants to see if the tenderer understands the scheduling of activities over the implementation period. The information must be presented in a Preliminary Gants Chart clearly showing the activities as set out in the Schedule of Quantities and the duration thereof in each of the five LM's. The critical path must also be shown on this chart, with report submission dates also visible. The Gantt Chart must correspond to the scheduling in the Schedule of Quantities on page 96 - 99, where the proposed spending over the 2026/2027, 2027/2028 & 2028/2029 is shown.

SCHEDULE 7: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 8: MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name) ……..……..…….……

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

…… ……..……

Signature **Date**

…… ……..……

Position **Name of Bidder**

SCHEDULE 9: DECLARATION OF INTEREST (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders[2])

1. No bid/database registration will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders[2] of the company.

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/shareholder [2]):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	VAT Registration Number		
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below		
3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		

SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principle shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars. …… ……		

3.14	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars. …… ……		

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. …… ……		

3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars. …… ……		

3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. …… …… The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38*(d)*. (Certified copies of your *most current* accounts/statements and/or proof of any arrangement to be submitted ***every three*** months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. …… ……		

4	***MFMA Circular No 62 of July 2013*** require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. ***A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.***					
	Full name of directors / trustees / shareholders	**Identity Number**	**% Shareholding in company**	**Personal Tax Reference Number**	**State Employee Number (Persal)**	**Municipal rates & services account numbers (3.17.1)** *Municipal clearance or most recent service account must be attached as evidence*
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

…… ……..
Signature Date

…… ……
Capacity of Signatory Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

[1] MSCM Regulations: "**in the service of the state**" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of 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);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] "**Shareholder**" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths

Signed and sworn to before me at
……..……

on this the …… day of …… 20 …. by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths
……

Position:
……

Address
……

……

……

Tel:
……..……

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

SCHEDULE 10: TAX CLEARANCE REQUIREMENTS

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

SCHEDULE 11: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer shall attach to this page a joint venture agreement, if applicable.

SCHEDULE 12: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 13: APPLICATION OF PREFERENCE POINTS SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and **"Locality"**
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	**5**
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	**2.5**
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	**5**
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	**2.5**

SCHEDULE 14: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "**Locality"** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province

(d) "**Proof of locality"** means a –

1) municipal account in the name of the tenderer not older than 90 days;
2) lease agreement where the tenderer is the lessee of an official operating business premise; or
3) an official letter from the bank confirming the registered business address of the tenderer;

(e) "**Proof of B-BBEE status level of contributor"** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

(f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(g) **"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

(h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated. (80/20 system)	Number of points claimed (80/20 system)
	To be completed by the organ of state)	To be completed by the tenderer)
B-BBEE status level of contributor	10	
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	5	
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..……

4.4. Company registration number: ……..……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

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

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname …….....

Signature(s) of bidder(s)…….

Date……

Address…….……

……

SCHEDULE 15: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   - Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   - Been convicted of fraud or corruption during the past five years;
   - Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   - Been listed in the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No12 of 2004)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars: …… ……		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars: …… ……		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		

4.3.1	If so, furnish particulars: ……..…… ……..……		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.2.1	If so, furnish particulars: ……..…… ……..……		
4.3	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.3.1	If so, furnish particulars: ……..…… ……..……		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ……..……..……CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……..
Signature

……..
Date

……
Position

……..
Name of Bidder

SCHEDULE 16: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.
[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

……
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:……. that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) Has been requested to submit a bid in response to this bid invitation;
   (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication,

agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) Prices;
   (b) Geographical area where product or service will be rendered (market allocation)
   (c) Methods, factors or formulas used to calculate prices;
   (d) The intention or decision to submit or not to submit, a bid;
   (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

……	……..……
Signature	Date
…….	……..……
Position	Name of Bidder

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

SCHEDULE 17: CLAIMING PREFERENCE POINTS

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	**Voornaam / First name / Amagama**	**ID Nr./No. Inombolo**	**State Employee Number**

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: http://bee.thedti.gov.za/
South African National Accreditation System: http://www.sanas.co.za/directory.php
Independent Regulatory Board of Auditors: http://irba.co.za/index.php

……..

Name of Business/Entity: ……

1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.	**%**
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**	**%**
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.	**%**
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

SCHEDULE 18: CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

……..……	……	……
INITIALS AND SURNAME:	AUTHORISED SIGNATURE:	DATE:

SCHEDULE 19: COIDA LETTER OF GOOD STANDING

If applicable and required under the special conditions of contract, a Letter of Good Standing that is **valid on closing date** of the bid from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a copy thereof must accompany the bid documents. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a bidder not being considered for further evaluation purposes. A Letter of good standing for “tender purposes” (valid at closing date) from the Department of Labour will also be accepted.

THE CONTRACT

Part C1: Agreements and Contract Data

Pages

C1.1 Form of Offer and Acceptance 69-75

C1.2 Contract Data 76-78

C1.3 Standard Conditions of Contract 79-91

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions.....93-94

C2.2 Pricing Schedule: Summary of Quantities 95-100

Part C3: Scope of Works

Pages

C3.1 Scope of Work.....102-123

C1.1 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:
The Tender Form (Offer by Tenderer) on page 70 and 71 shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form on page 72 shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations on page 73 and 74 forms an integral part of the Contract Agreement.

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T 2026/075 THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START TO 30 JUNE 2029**

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 offer in words (VAT inclusive):

……

……

……

The offer in Rands/Cents: R……Inclusive of VAT

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.

Signature: *(of person authorized to sign the tender)…….. .....*

Name: (*of signatory in capitals)*: .....

Capacity: (*of Signatory*): .....

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

Address: .....

Telephone number: …… Fax number:.....

Witness:

Signature: ……

Name: *(in capitals):* ..... …… .....

Date: .....
[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

ACCEPTANCE BY EMPLOYER

By signing this part of the 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 Agreement, and Contract Data, (which include this Agreement)
Part C2 Pricing Data, including the SCHEDULE of Quantities
Part C3 Scope of Work

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

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

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organisation)* .....

Address:.....

Witness: Signature: ..... **Name** *(in capitals)*: .....

Date: .....

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,

1. Subject:…..

Details: .....

.....

2. Subject: .....

Details: .....

.....

3. Subject: .....

Details: .....

.....

4. Subject: .....

Details: .....

.....

5. Subject: .....

Details: .....

.....

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

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

For the Tenderer:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Tenderer *(organisation)* .....

Address: .....

.....

Witness: Signature: ..... **Name** *(in capitals*): .....

Date: .....

For the Employer:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organisation)* .....

Address: .....

.....

Witness: Signature: ..... **Name** *(in capitals*)**:** .....

Date: .....

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the …… (day) of ……..(month) 20…… at ……..…… (place).

For the Contractor:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Contractor *(organisation)* .....

Address: .....

.....

Witness: Signature: ..... **Name** *(in capitals)*: .....

Date: .....

For the Employer:

Signature: .....

Name: *(in capitals)* .....

Capacity: .....

Name of Employer *(organisation)* .....

Address: .....

.....

Witness: Signature: ..... **Name** *(in capitals)*: .....

Date: .....

C1.2 Contract Data (Part 1)

General Conditions of Contract

The General Conditions of Contract are the Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009), published by the Construction Industry Development Board (CIDB), PO Box 2107, Brooklyn Square, 0075 are applicable to this Contract and are obtainable from www.cidb.org.za.

The Standard Conditions of Contract is available under C.1.3 in this document.

The particular Conditions of Contract applicable to this Project are given below with each item being cross referenced to the relevant clause number in the Standard Conditions of Contract under C.1.3 to which it mainly applies. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Contract.

PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
1	The Period of Performance is from the Start Date ending 30th June 2029.
1	The Start Date will be the date which appears on the appointment letter.
3.4 / 4.3.2	The Employer is the Cape Winelands District Municipality.
	The authorised and designated representative of the Employer is: Designation.: Director Roads Name: Mr Henry Maart
	The address for receipt of communications is: Telephone: 021 888 5150 E-mail: henry.maart@capewinelands.gov.za Address: P.O.Box 100 Stellenbosch 7599
3.5	The location for the performance of the Project is Cape Winelands District Municipal area, Western Cape Province, South Africa. It includes the Local Municipalities of Stellenbosch, Drakenstein, Witzenberg, Breede Valley and Langeberg.
3.12.1	The penalty payable is R 2500.00 per Day subject to a maximum amount of 10% of the Contract Price.
3.15.1	The programme shall be submitted within 14 Days of the award of the Contract.
3.16.1	Rates will be fixed for the duration of the contract and no Consumer Price Index adjustment will apply.
3.16.2	The start date will be the date which appears on the appointment letter.
5.4.1	The Service Provider is required to provide Professional Indemnity Insurance for R5,000,000 in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Change in Scope of Works, and 1. Variation Orders. 2. Provisional Sums 3. Air travel and Car Rental

Clause	Wording
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2.
8.1	The Service Provider is to commence the performance of the Services not later than 14 Days of date of an assignment letter being received .
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 3 months.
9.1	Copyright of documents prepared for the different Projects shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by mediation.
12.2 /12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by ECSA.
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by ECSA.
13.1.3	All persons in a joint venture or consortium shall carry a minimum Professional Indemnity Insurance of 2 x the total Contract Price in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
13.6	The provisions of 13.6 do not apply to the Contract
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.3: STANDARD CONDITIONS OF CONTRACT NOT to be edited by compiler

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

1. DEFINITIONS

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

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

- **Scope of Work**: The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

- **Service Provider**: The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

- **Services**: The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

- **Start date**: The date on which the Services are to commence. as stated in the Contract Data

- **Subcontractor**: A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

2. INTERPRETATION

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

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

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

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

3. GENERAL

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

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

3.3 Language

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

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

3.4 Notices

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

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

3.5 Location

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

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

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

3.8 Variations

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

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

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

3.9 Changes to the Contract Price or Period of Performance

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

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

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

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

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

3.10 Sole agreement

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

3.11 Indemnification

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

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

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

a) terminate the Contract

b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

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

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

3.14 Illegal and impossible requirements

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

3.15 Programme

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

a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;

b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;

c) provisions for float;

d) the planned completion of the Services or part thereof in relation to a Period of Performance;

e) other information as required in terms of the Scope of Work or Contract Data.

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

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

3.15.3 The Service Provider shall update the programme:

a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;

b) whenever a change in Period of Performance or Contract Price is applied for

c) whenever a change in the Period of Performance is changed by the Employer and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

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

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

(CP_{In} - CP_{Is}) / CP_{Is} where:
CP_{Is} = the indices specified in the Contract Data during the month in which the start date falls
CP_{In} = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

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

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

4.2 Decisions

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

4.3 Assistance

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

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

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

4.4 Services of Others

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

4.5 Notification of material change or defect

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

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

4.6 Issue of instructions

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

4.7 Payment of Service Provider

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

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

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

5.2 Exercise of authority

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

5.3 Designated representative

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

5.4 Insurances to be taken out by the Service Provider

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

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

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

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

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

5.6 Co-operation with Others

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

5.7 Notice of change by Service Provider

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

6. CONFLICTS OF INTEREST

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

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under

the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

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

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

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

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

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

7.2 Provision of Personnel in terms of a Personnel Schedule

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

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

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

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

a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.

b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

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

8.2 Completion

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

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

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

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

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

8.3 Force Majeure

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

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

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

8.4 Termination

8.4.1 The Employer may terminate the Contract:

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

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

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

a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue;

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data;

d) I f the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

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

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

8.5 Suspension

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

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

8.6 Rights and liabilities of the Parties

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

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

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

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

10. SUCCESSION AND ASSIGNMENT

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

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

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

a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract;

b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liabilit.

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

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

11. SUBCONTRACTING

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

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

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

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

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

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

12. RESOLUTION OF DISPUTES

12.1 Settlement

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

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

12.2 Mediation

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

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

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

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

12.3 Adjudication

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

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

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

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

12.4 Arbitration

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

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

13. LIABILITY

13.1 Liability of the Service Provider

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

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

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

13.2 Liability of the Employer

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

13.3 Compensation

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

a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

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

13.5 Limit of Compensation

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

a) the sum insured in terms of 5.4 in respect of insurable events;

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

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

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

13.6 Indemnity by the Employer

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

13.7 Exceptions

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

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

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation;

b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

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

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

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

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

15 AMOUNTS DUE TO THE EMPLOYER

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

C2. PRICING DATA

C2.1: PRICING ASSUMPTIONS

C2.2: SUMMARY OF QUANTITIES

C.2.1.1.1 GENERAL

The Schedule of Quantities as submitted by the bidder forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract and the Scope of Work.

C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The brief descriptions given in the Schedule of Quantities must refer to the Scope of Works at the back of this document to provide clarity of the specification and the payment for item.

C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities in this Schedule of Quantities is re-measurable, meaning that the quantities reflected in the Schedule of Quantities may change upwards or downwards. An example would be that currently 120 structures are measured. Should more structures be found during the field investigation, the Employer may give the instruction to include these and increase the total that was initially measured. The contract however must stay within the originally awarded contract value or within the formally adjusted contract value.

C2.1.1.4 PRICING OF THE SCHEDULE OF QUANTITIES

The onus is on the tenderer to price to deliver the full SCOPE OF WORKS as per described in TMH 9, 12, 18 & 22. The minimum level should be for a Level II RAMS as per TMH 17. The projects must be spaced out over the implementation period to distribute the cost evenly until June 2029.

C2.1.1.5. FEES FOR ADDITIONAL SERVICES

Additional fees or cost must be motivated by written submission to the client. These unforeseen cost will be paid from the 5% contingency fee, if authorised by the Employer. For time-cost fees, the fee for the resources used by the service provider in his Schedule of Quantities will be used to calculate the value for additional services.

C2.1.1.6. ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS

Rates will be fixed for the duration of the contract and no Consumer Price Index adjustment will apply. No adjustment of tendered rates and disbursements will be allowed during the duration of this contract, unless motivated properly or quantities are adjusted.

C2.1.1.7. GUIDELINE PROFESSIONAL FEES ON TERMINATION BY THE EMPLOYER

a) Where the agreement between the Employer and the service provider is terminated, the client shall pay for that portion of the service that has been executed by the service provider.
b) Termination of the project shall attract an additional fee as stated in the latest government gazette.

C2.1.1.8. PAYMENT OF PROFESSIONAL ACCOUNTS

Professional services accounts must be delivered monthly on a date as determined by the Employer. The account must show the percentage completion of the listed items and be delivered with the required proof, in order for the client to further process the payment.

C2.1.1.9. REIMBURSEMENT OF EXPENSES

a) The following shall be deemed to be included in the Schedule of Quantities submitted by the Service Provider.

b) The expenses contemplated may include the following:

i Specialised professional and fieldwork services;

ii Payments made on behalf of client for fees, submission fees for local authority and other statutory approvals as well as other charges for specialised professional and other services (At cost);

iii Travel Cost including
- Parking
- Toll fees

iv Postage
- Special postage;
- Postage
- Courier;

v Documentation (Documentation as per the disbursement tariffs issued by the Department of Transport)
- Typing of original/master per A4;
- Duplication in white paper (A3 & A4 sizes);
- Duplicating in coloured paper (A3 & A4 sizes);
- Duplication in colour (A3 & A4 sizes;
- Document binding;
- Scanning of drawings and documents;
- Duplicating of drawings (A3 to A4);
- Plotting on 80g plain paper (A3 to A0);
- Plotting on 80g plain paper in colour (A3 to A0);
- Plotting on quality paper (A3 to A0;
- Plotting on quality paper in colour (A3 to A0);
- Purchase of documents and research material required for project;
- CD with project-related information;

vi Maps and visual aids
- Maps;
- Models;
- Presentation;
- Photography;

vii Communication cost, including phones and data

viii Sleep-out money or S&T

C2.2: SUMMARY OF QUANTITIES

1) A pre-set Schedule of Quantities of four pages is included for bidder to price.

2) Rates will be fixed for the duration of the contract and no Consumer Price Index adjustment will apply. No adjustment of tendered rates and disbursements will be allowed during the duration of this contract, unless motivated properly or quantities are adjusted.

3) The scheduling of the tender value amount over the 2026/2027, 2027/2028 and or 2028/2029 period will indicate where the items will be planned for execution. This scheduling should correspond with the Gantt Chart submitted in SCHEDULE NO. 6F. The values within the implementation period on the right, must add up to the tender value Amount on the left. The example below will explain this;

FIELD DATA ACQUISITION	UNIT	QTY	RATE	AMOUNT	2026/2027 AMOUNT	2027/2028 AMOUNT	2028/2029 AMOUNT
Paved and Unpaved Road Condition Assessments	km	1650	800-00	1.320.000-00	320.000-00	1.000.000-00	
Bridge Structures	No	60	8.000-00	480.000-00	200.000-00	280.000-00	
Major Culverts	No	60	5.000-00	300.000-00		300.000-00	
Manual Traffic Counts (12hr)	No	100	3.000-00	300.000-00		200.000-00	100.000-00
Road Inventory Data (Traffic Signs)	km	1650	500-00	825.000-00		300.000-00	525.000-00
Safety site assessments	No	10	150.000-00	1.500.000-00			1.500.00-00
Sub Total for Item 6				4.725.000-00	520.000-00	2.080.000-00	2.125.000-00

- **THE VALUES OF THE TWO SIDES MUST BALANCE**
- **THE SCHEDULING WITHIN THE 3 COLUMNS TO THE RIGHT MUST CORRESPOND TO THE GANTT CHART IN SCHEDULE 6F**

4) The Total Tender Amount must then be transferred to the C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT) on page 70.

THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START DATE TO 30 JUNE 2029

SCHEDULE OF QUANTITIES AND ACTIVITIES OVER IMPLEMENTATION PERIOD

ITEM	SCOPE OF WORK	DESCRIPTION	TOTAL TENDER VALUE				SHEDULE TENDER VALUE AMOUNT OVER IMPLEMENTATION PERIOD. THIS SCHEDULING SHOULD CORRESPOND WITH THE GANTT CHART TO BE SUBMITTED IN SCHEDULE NO. 6F		
			UNIT	QTY	RATE	AMOUNT	2026/2027 AMOUNT	2027/2028 AMOUNT	2028/2029 AMOUNT
1	C3.1.4 (a)	**Project Management and NDoT Reporting**							
1.1	C3.1.4 (a)	Management and Coordination	Month	27					
1.2	C3.1.4 (a)	**Project Meetings**							
1.2.1	C3.1.4 (a)	Project Inception Meeting, 2 weeks after Appointment Letter	No	1					
1.2.2	C3.1.4 (a)	Bi-monthly Meetings (In-person) with CWDM	No	14					
1.2.3	C3.1.4 (a)	Quarterly Meetings with NDoT & Province	No	10					
1.2.4	C3.1.4 (a)	Meetings with the Local Municipalities	No	6					
1.2.5	C3.1.4 (a)	Attend RRAMS National Meetings in Gauteng	No	6					
1.3	C3.1.4 (a)	**NDoT Reporting**							
1.3.1	C3.1.4 (a)	Monthly Reports	No	28					
1.3.2	C3.1.4 (a)	Quarterly Reports	No	10					
1.3.3	C3.1.4 (a)	Data sets in TMH18 Format	No	3					
1.3.4	C3.1.4 (a)	Grant Evaluation Report	No	3					
		Sub Total for Item 1							
2	C3.1.4 (b)	**Graduates Employment and Resources**							
2.1	C3.1.4 (b)	**Recruitment and Employment** (***2 minimum, but up to 4 Graduates if needed***)							
2.1.1	C3.1.4 (b)	Recruitment and Appointment	Sum	1					
2.1.2	C3.1.4 (b)	Stipend R12 000/Month/Graduate excl. disbursements	Sum	1					
2.2	C3.1.4 (b)	**Resources for Graduates**							
2.2.1	C3.1.4 (b)	Computer hardware, tablets, software, etc	Sum	1					
2.2.2	C3.1.4 (b)	Miscellaneous Hand Tools	Sum	1					
2.2.3	C3.1.4 (b)	Personal Protective Clothing	Sum	1					
		Sub Total for Item 2							
3	C3.1.4 (c)	**Training of Graduates, CWDM & LM staff**							
3.1	C3.1.4 (c)	**Training Sessions**							
3.1.1	C3.1.4 (c)	GIS in a RRAMS Application	No	1					
3.1.2	C3.1.4 (c)	Paved and Unpaved Road Visual Condition Assessments (TMH9, Part B-E)	No	1					
3.1.3	C3.1.4 (c)	Road Inventory Data Collection	No	1					
3.1.5	C3.1.4 (c)	Quality Assurance and Control (TMH9 - Part A)	No	1					
3.1.6	C3.1.4 (c)	Analysis of Data: Road Visual Condition Indices (TMH22 VCI's)	No	1					
3.1.7	C3.1.4 (c)	Analysis od Data: Mantenance Needs (TMH22 Triggers)	No	1					
3.1.8	C3.1.4 (c)	Analysis of Data: Financial Requirements	No	1					
3.2	C3.1.4 (c)	**Training session chose by Employer (External)**	Prov Sum	1		R200.000.00			
		Sub Total for Item 3							
		Sub Totals carried forward to next page							

SCHEDULE OF QUANTITIES AND ACTIVITIES OVER IMPLEMENTATION PERIOD

ITEM	SCOPE OF WORK	DESCRIPTION	TOTAL TENDER VALUE				SHEDULE TENDER VALUE AMOUNT OVER IMPLEMENTATION PERIOD. THIS SCHEDULING SHOULD CORRESPOND WITH THE GANTT CHART TO BE SUBMITTED IN SCHEDULE NO. 6F		
			UNIT	QTY	RATE	AMOUNT	2026/2027 AMOUNT	2027/2028 AMOUNT	2028/2029 AMOUNT
Sub Totals carried forward from previous page									
4	C3.1.4 (d)	**Update Network Inventory**							
4.1	C3.1.4 (d)	Create RNIM	Sum	1					
4.2	C3.1.4 (d)	Update RNIM	Sum	1					
4.3	C3.1.4 (d)	Update RISFSA/RCAM Classification	Sum	1					
4.4	C3.1.4 (d)	Create BMS	Sum	1					
4.5	C3.1.4 (d)	Update BMS	Sum	1					
4.6	C3.1.4 (d)	Create TIS	Sum	1					
4.7	C3.1.4 (d)	Update TIS	Sum	1					
4.8	C3.1.4 (d)	Create AMRS	Sum	1					
4.9	C3.1.4 (d)	Update AMRS	Sum	1					
4.10	C3.1.4 (d)	Create SAMS	Sum	1					
4.11	C3.1.4 (d)	Update SAMS	Sum	1					
		Sub Total for Item 4							
5	C3.1.4 (e)	**Verification of Un-proclaimed Roads**							
5.1	C3.1.4 (e)	Desktop exercise to evaluate and analyse data from NDOT	Sum	1					
5.2	C3.1.4 (e)	Verification process through engagements with all 5 x LM's	Sum	1					
5.3	C3.1.4 (e)	Documentation of feedback from the LM's	Sum	1					
5.4	C3.1.4 (e)	Updating of the road network files (i.e. Shapefiles)	Sum	1					
5.5	C3.1.4 (e)	Collate the above feedback to NDOT	Sum	1					
		Sub Total for Item 5							
6	C3.1.4 (f)	**Field Data Acquisition (Establishment & Traffic Control incl.)**							
6.1	C3.1.4 (f) (1)	Paved and Unpaved Road Condition Assessments	km	1650					
6.2	C3.1.4 (f) (2)	Bridge Structures	No	40					
6.3	C3.1.4 (f) (2)	Major Culverts	No	80					
6.4	C3.1.4 (f) (3)	Manual Traffic Counts (12hr)	No	100					
6.5	C3.1.4 (f) (4)	Road Inventory Data (Traffic Signs)	km	1650					
6.6	C3.1.4 (f) (5)	Safety Site Assessments	No	10					
		Sub Total for Item 6							
Sub Totals carried forward to next page									

SCHEDULE OF QUANTITIES AND ACTIVITIES OVER IMPLEMENTATION PERIOD

ITEM	SCOPE OF WORK	DESCRIPTION	TOTAL TENDER VALUE				SHEDULE TENDER VALUE AMOUNT OVER IMPLEMENTATION PERIOD. THIS SCHEDULING SHOULD CORRESPOND WITH THE GANTT CHART TO BE SUBMITTED IN SCHEDULE NO. 6F		
			UNIT	QTY	RATE	AMOUNT	2026/2027 AMOUNT	2027/2028 AMOUNT	2028/2029 AMOUNT
		Sub Totals carried forward from previous page							
7	C3.1.4 (g)	**Data Analysis / Verification**							
7.1	C3.1.4 (g) (1)	Paved and Unpaved Road Condition Assessments	km	1650					
7.2	C3.1.4 (g) (2)	Bridge Structures	No	40					
7.3	C3.1.4 (g) (2)	Major Culverts	No	80					
7.4	C3.1.4 (g) (3)	Manual Traffic Counts (12hr)	No	100					
7.5	C3.1.4 (g) (4)	Road Inventory Data (Traffic Signs)	Sum	1650					
7.6	C3.1.4 (g) (5)	Safety site assessments	No	10					
7.7	C3.1.4 (g) (6)	10% Paved / Unpaved Road Condition Data Independent check	Prov Sum	1		R350.000.00			
7.8	C3.1.4 (g) (7)	Panel Inspections for 10% of Road Network	Sum	1					
7.9	C3.1.4 (g) (7)	Panel Inspections for 10% of Structures	Sum	1					
		Sub Total for Item 7							
8	C3.1.4 (i)	**Reporting**							
8.1	C3.1.4 (i) (1), (3) & (4)	Road Network: Flexible, Unsurfaced, Concrete, Block Paved per LM	Sum	1					
8.2	C3.1.4 (i) (2)	Road Network: Unsurfaced Road Network per LM	Sum	1					
8.3	C3.1.4 (i) (5)	Safety Assessments (at least two site per LM)	Sum	1					
8.4	C3.1.4 (i) (6)	Structures (Bridges and Major Culverts)	Sum	1					
8.5	C3.1.4 (i) (7)	Traffic per LM	Sum	1					
8.6	C3.1.4 (h) (6)	10% Paved / Unpaved Road Condition Data Independent check	Sum	1					
8.70	C3.1.4 (i) (8)	Panel Inspections for 10% of Road Network per LM	Sum	1					
8.8	C3.1.4 (i) (8)	Panel Inspections for 10% of Structures per LM	Sum	1					
8.9	C3.1.4 (i) (9)	Road Asset Management Plan (RAMP)	Sum	1					
		Sub Total for Item 8							
9	C3.1.4 (h)	**RAMS Customization, Installation and Training**							
9.1	C3.1.4 (h)	RRAMS System Customization	Sum	1					
9.2	C3.1.4 (h)	RRAMS System Installation	Sum	1					
9.2	C3.1.4 (h)	Training and Workshops for DM & LM's (Staff)	Sum	1					
		Sub Total for Item 9							
		Sub Totals carried forward to next page							

SCHEDULE OF QUANTITIES AND ACTIVITIES OVER IMPLEMENTATION PERIOD

ITEM	SCOPE OF WORK	DESCRIPTION	TOTAL TENDER VALUE				SHEDULE TENDER VALUE AMOUNT OVER IMPLEMENTATION PERIOD. THIS SCHEDULING SHOULD CORRESPOND WITH THE GANTT CHART TO BE SUBMITTED IN SCHEDULE NO. 6F		
			UNIT	QTY	RATE	AMOUNT	2026/2027 AMOUNT	2027/2028 AMOUNT	2028/2029 AMOUNT
Sub Totals carried forward from previous page									
10	**C3.1.4 (j)**	**Ad-hoc Services**							
10.1	**C3.1.4 (j)**	Ad-hoc Support : Category A Staff	hr	40					
10.2	**C3.1.4 (j)**	Ad-hoc Support : Category B Staff	hr	100					
10.3	**C3.1.4 (j)**	Ad-hoc Support : Category C Staff	hr	120					
10.4	**C3.1.4 (j)**	Ad-hoc Support : Category D Staff	hr	150					
		Sub Total for Item 10							
11	**C3.1.4 (k)**	**Disbursements**							
11.1	**C3.1.4 (k)**	Travel	km	45000					
11.2	**C3.1.4 (k)**	Accommodation	Nights	200					
11.3	**C3.1.4 (k)**	Return Flights to National Meetings in Gauteng	No	6					
11.4	**C3.1.4 (k)**	Rental Car	Day	12					
11.5	**C3.1.4 (k)**	Venue and Catering for Training or Municipal and Provincial meetings	Prov Sum	1		R60.000.00			
		Sub Total for Item 11							
12		**Sub totals, Contingency and VAT**							
12.1		Sub Total for Items 1 to 11							
12.2		5% Contingency							
12.3		Sub Total							
12.4		VAT (15%)							
TOTAL TENDER AMOUNT									

DECLARATION (In respect of completeness of Tender)

CAPE WINELANDS DISTRICT MUNICIPALITY
29 Du Toit Street
STELLENBOSCH
7600

I/We, the undersigned, do hereby declare that the pages attached under SCHEDULE 6 (A-F) and the SCHEDULE OF QUANTITIES AND ACTIVITIES OVER IMPLEMENTED PERIOD on pages 96 & 99 constitute our tender actions and value, will for part of this Contract Document upon which my / our tender for T2026/000: THE MANAGEMENT AND IMPLEMENTATION OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA FROM START TO 30 JUNE 2029 is based.

Signature: *(of person authorized to sign the tender)* …….. .....

Name: (*of signatory in capitals)*:

Capacity: (*of Signatory*):

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

C3.1 Description of Works

C3.1.1 INTRODUCTION AND BACKGROUND

The Cape Winelands District Municipality has received an allocation from the National Department of Transport for the implementation of a Rural Roads Asset Management System (RRAMS). The strategic goal of this allocation is to ensure efficient and effective investment in rural municipal roads through the development of a Roads Asset Management System (RAMS) and the collection of data. The purpose of the grant is to assist rural District Municipalities to set up a RRAMS for the benefit of the Local Municipalities within their service area, and to collect road and traffic data on municipal road networks in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA). The output of said grant should be a dataset containing road inventory data, condition assessments, traffic data and rural access bridges with a resultant pavement and bridge management system compatible with national standards.

The map below shows the five local municipalities that falls within the Cape Winelands District Municipal area.



During the previous RRAMS, the following data were recorded;

- The total length of the paved road network is 1 513.5km (92% of the network) and unpaved network is 132km (8% of the network);
- A total of 112 structures, including 37 bridges and 75 major culverts were found in CWDM; and
- Traffic counts at 70 traffic counting stations are scheduled to determine the usage of the assets.

Besides the implementation and management of the RRAMS it will be expected of the successful bidder to employ a minimum of two (2) NDip (Civil), BEng Tech (Civil), BEng (Civil) of BSc (Civil) in Civil Engineering graduates preferably from within the service area or at least the Western Cape, employ or have in employment a professionally registered Engineer or Technician to act as mentor to the technical graduates and guide them in a structured way to professional registration. The programme manager for the successful bidder will report on a monthly basis to the Municipal Manager and to the Municipal Council while he/she will also be responsible for all required reports to National Departments of Transport and Treasury, Provincial Departments of Roads and Local Government.

C3.1.2 OBJECTIVES OF TENDER

Cape Winelands District Municipality awaits offers from suitably qualified and experienced service providers to development a Rural Roads Asset Management System (RRAMS), collect applicable data and information and populate the RRAMS for all local municipalities within the District. These local municipalities are indicated in the tables below and the approximate lengths in kilometres (km) of paved, gravel, block paved and concrete roads are as follows:

Local Municipality	Paved Road Length (km)			
	Flexible	Block	Concrete	Total
Breede Valley	305.6	18.7	0.0	324.3
Drakenstein	458.1	12.4	0.4	470.8
Langeberg	195.2	22.7	0.0	217.9
Stellenbosch	301.2	7.8	0.1	309.0
Witzenberg	187.3	4.3	0.0	191.6
Total	**1 447.3**	**65.8**	**0.4**	**1 513.5**
Percentage	**95.6%**	**4.3%**	**0.0%**	**100.0%**

Local Municipality	Unpaved Road Length (km)			
	Gravel	Earth	Track	Total
Breede Valley	47.3	0.4	4.1	51.8
Drakenstein	37.7	1.2	0.3	39.2
Langeberg	20.5	0.0	0.5	21.1
Stellenbosch	5.3	1.2	0.3	6.8
Witzenberg	11.2	2.1	0.0	13.2
Total	**122.0**	**4.9**	**5.2**	**132.0**
Percentage	**92.4%**	**3.7%**	**3.9%**	**100.0%**

TMH 18 files of the above data will be made available to the successful service provider.

C3.1.3 SCOPE OF WORK

The appointed bidder must assist the District Municipality to set up a rural roads asset management system and collect road and traffic data for the road network in its jurisdiction area in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA). The current extent of road network may increase as new roads are captured and the road network if further refined.

The RRAMS grant requires the development of systems to manage Local Municipal (LM) road and bridge assets to allow for the planning of LM road and bridge asset maintenance activities.

Technical Methods for Highways (TMH) 22 provides the national guideline for the development of RRAMS in South Africa. TMH 22 gives insight into the various components of RRAMS covering the people, processes and technology. It is an aim of the RRAMS programme that the RAMS system developed or incorporated conforms to a minimum Level II RAMS as outlined within TMH 22. For extensive detail on RAMS development and implementation you are directed to TMH 22.

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

- Implementation of a new RAMS
- Familiarisation with current RAMS and Employers operational requirements
- Upgrade / Improve current RAMS
- Create Road Network Inventory
- Update Road Network Inventory
- Create Bridge and Major Culvert Network Inventory
- Update Bridge and Major Culvert Network Inventory
- Undertake Network Road Safety Assessments
- Bridge, Major Culvert and "Other" Structures Inspections
- Manual Traffic Counting
- Data Analysis, Verification, and Capture of data to RAMS
- Quality Control of Acquisition and Analysis
- Panel Inspections
- Network Report Compilation for:
  - Flexible Paved Road Network
  - Unsurfaced Road Network
  - Rigid (Concrete) Road Network
  - Semi Rigid (Block Paved) Road Network
  - Road Safety Assessments
  - Traffic
  - Structures (Bridges, Major Culverts and Other structures)
  - Road inventory (Traffic signs, …..)
  - Asset Register
  - RAMP
- Ad Hoc Support
- Mentorship and Training

In terms of the data collection and analysis aspects, the Employer requires that the data collection is undertaken as safely as possible with minimal disruption to the travelling public.

In addition the data collection and analysis is to be undertaken with a high degree of accuracy – to minimize erroneous reporting – and with optimal production outputs to ensure that the data reported is current. In order to achieve this, the data collection (and analysis where relevant) is to be undertaken using automated methods as discussed in the project specifications.

C3.1.4 PROJECT SPECIFICATION

C3.1.4 (a) Project Management and NDoT Reporting

- The daily management and coordination of the project.
- An inception meeting within two weeks of appointment, with minutes kept.
- Liaising with the District Municipality, Local Municipalities as well as the Provincial Department of Transport.
- Bi-monthly meeting with CWDM in Stellenbosch, with minutes kept.
- Quarterly meeting with National RRAMS project teams and Provincial Government.
- Meetings with Local Municipalities as required, with minutes kept. These are not the site or office visits required by the Service Provider.
- National RRAMS meetings in Gauteng area.
- Compilation and timely submission of Monthly and Quarterly Progress Reports in the formats as prescribed by the District Municipality, NDOT and DORA
- Financial Management of the project.
- Financial and project progress reports on a monthly and quarterly basis
- TMH 18 electronic data submissions annually
- Grant evaluation reports as per DORA after financial year closure

Project meetings are measured as Number (No) in the Schedule of Quantities. This will include for the physical time for the service provider to attend the meetings, including the preparation, presentations and minutes, where required. The travel cost for these items will however be measured under Item 11 of the Schedule of Quantities.

The monthly and quarterly reports are measured as Number (No). for the preparation and deliver these reports electronically.

C3.1.4 (b) Graduates Employment and Resources

- Qualified NDip (Civil), BEng Tech (Civil), BEng (Civil) of BSc (Civil) graduates must be recruited and deployed by the Service Provider on the RRAMS program.
- The Service Provider must present the Employer with CV's of these graduates within two months after appointment.
- Preference will be given to graduates from with the CWDM area.
- If the graduates are not already in the Service Providers employ, an advertisement should be placed in the local newspapers.
- The graduates must be trained and exposed to various aspects of the RRAMS program, with the objective to create capacity for the future in this field of asset management.
- Computer hard and software, tools, PPE, etc will be priced under this item.

Allowance is made in the Schedule of Quantities for the advertisement and the recruitment of the graduates as a Sum.

A minimum of two (2) graduates must be employed on the project. This total could be augmented by up to a total of four (4) graduates if the need is there. It is however not expected that the graduates be deployed on the CWDM RRAMS for the full project period as the Service Provider may deploy them on other projects when their services are not required in the CWDM RRAMS project. **The period that these graduates will be deployed on the project must be calculated by the Service Provider and be used to calculate the value of the Sum, that may also include other disbursements other than the allowable stipend.** The minimum fee payable to a graduate per month should be **R12 000-00** excluding disbursements.

Allowance is made in the Schedule of Quantities for a Sum to include the stipend value of the graduates that will be active on the project, include other disbursements.

Allowance is made in the Schedule of Quantities for the hand tools as a Sum, to assist the graduates to execute their fieldwork. This would be for example measuring tapes, measuring wheels, crow bars, etc.

Allowance is made in the Schedule of Quantities for the PPE as a Sum, to procure safety shoes, hats, reflective vests, etc.

C3.1.4 (c) Training of Graduates, CWDM & LM staff

- A number of training sessions are listed under item 3 in the Schedule of Quantities.
- These would be mainly for the graduates, but the Employer may want to add some of the technical personnel of CWDM or the LM's to the sessions.
- The Employer will supply the venues to these training sessions if it is not held at the Service Providers offices or at venues provided by the Training entity.
- The Service Provider may obtain the services of others to provide the training for the listed training sessions if they do not have the capacity provide a certain training session/course and should price this accordingly.
- The Employer may consider replacing a course listed with another, only if it would be of similar value to the graduates.
- The Training Sessions are provided for in the Schedule of Quantities as a Number (No) and must include documented training manuals on the subject matter, PowerPoint presentations by the trainer and also pens and note pads. Any water or food will be paid under Item 11.
- Allowance is also made for external training provided by an external Service Provider under a Provisional Sum (Prov Sum) in the Schedule of Quantities, that would allow the technical personnel of the CWDM and LM's to earn CPD points required for their ECSA registration. The Employer will choose this training opportunities.

C3.1.4 (d) Update Network Inventory

- There is no guarantee that the data to be received from the Employer done by the previous RRAMS Service Provider will be up to the TMH and TRH standards as required by the RRAMS program .
- Existing data provided will be the centreline data of mostly municipal roads in CWDM, the road network RISFSA/RCAM data, Bridge ad Major Culvert data, Traffic Counting data and Road Sign Inventory data.
- The initial work will be a “desk top” study, with confirmation to be carried out during the condition surveys.
- The missing inventory information will be fully assessed and then added to the relevant GIS modules.
- From this data the required Road Network Information Module (RNIM), the Bridge Management System (BMS), the Traffic Information System (TIS), the Inventory System (AMRS) and the Safety Assessment System (SAM) will be updated to reflect the true position and state of the infrastructure and counts.

Allowance is made in the Schedule of Quantities for the creation of the Information modules and the updating thereof when new/missing information is found. The unit of measurement is Sum and will include man hours, any other labour, materials, equipment, travel, disbursements to carry out the network definition and create the required databasis and to confirm the data in the field and to update the required databasis.

C3.1.4 (e) Verification of Unproclaimed Roads

- The extent of these “Un-Proclaimed Roads” within the Western Cape is 10 526km, with 2 805.64kms within the Cape Winelands district. The NDoT has tasked the district municipality with the verification of these “Un-proclaimed Roads” and have requested, with the assistance of LMs to provide feedback.
- The DM with the assistance of their RRAMS Service Provider to develop and apply spatial and analytical tools to determine, using all available data sources, roads that are un-proclaimed but are in public use, and assist relevant authorities with the process of formal proclamation through verification, documentation, and stakeholder coordination.
- The following steps are required to complete this task:
  - Desktop exercise to evaluate and analyse the data set received from NDoT;
  - Verification process through engagements with all the LMs within the district;
  - Documentation of the feedback from the LMs;
  - Updating of the road network files (i.e Shapefile) and
  - Collate the above for feedback to the NDoT.

Allowance is made in the Schedule of Quantities for the tasks listed above as a Sum. The update of the network and visual assessment of the additional roads identified under this item, will be measured elsewhere.

C3.1.4 (f) Field Data Acquisition

1) Road Visual Condition Assessments (All surfaces)

The rate tendered for the visual condition assessments by the graduates for all road types will be a per km rate and shall include all costs for supervision, technical support, materials, equipment, disbursements, and other necessary items. The rate will also include for the traffic control and safekeeping of the assessors whilst executing the visual condition assessments. Travel costs and other subsistence costs are to be claimed under Item 11 in the Schedule of Quantities.

Only graduates who have successfully attended and passed the calibration session and have been formally approved in writing by the employer may undertake visual assessments. The Employer do not have a preference for walking or driving whilst assessments are being done. The Service Provider can decide on walking or driving and must also take this into account when scheduling the work, as the one option will be slower than the other.

2) Bridge and Major Culvert data collection

Only accredited COTO bridge and culvert inspector’s are to be utilized to undertake inspections of bridges and major culverts. Accredited COTO bridge inspector’s may inspect bridges and/or major culverts whilst accredited COTO major culvert inspectors can be employed to inspect major culverts only. The inspections are to be carried out in accordance with the requirements of Draft

TMH 19 Part A and B including an inventory check, condition assessments and photographs. A senior certified bridge Inspector is to be used for Quality Assurance on 10% of the bridges and major culverts , though he/she can also be used to inspect the bridges and/or major culverts.

Should any defects that require immediate attention be discovered, this information is to be delivered to the respective senior manager of the Employer without undue delay.

In the previous RRAMS program, 47 additional structures were identified, but could not be assessed. These will now be added to the Schedule of Quantities.

MUNICIPALITY	NO. OF BRIDGE ASSESSED PREVIOUSLY	NO. OF MAJOR CULVERTS ASSESSED PREVIOUSLY	NEW BRIDGES / MAJOR CULVERTS TO BE ADDED
Breede Valley	**11**	**9**	**47**
Drakenstein	**11**		
Langeberg	**7**	**12**	
Stellenbosch	**7**		
Witzenberg	**1**	**15**	

The unit of measurement shall be the Number (No) of bridges and major culverts and shall include full compensation for all technical support, labour, and equipment necessary to undertake the inspections AND quality assurance checks. The rate will also include for the traffic control and safekeeping of the inspectors whilst executing the Bridge and major culvert condition assessments. Travel costs and other subsistence costs are to be claimed under Item 11 in the Schedule of Quantities.

3) Traffic Counting

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

Data shall be submitted in the formats prescribed in Draft TMH 14 and the service provider shall repeat the traffic surveys for the specified period at his own cost should the data be found to be erroneous. The Employer shall provide adequate evidence for such rejection.

An additional 35 intersection counts will be added to this project. The positions must be decided on with input from the various LM's.

MUNICIPALITY	NO. OF INTERSECTION COUNTS DONE PREVIOUSLY	NEW COUNTS TO BE ADDED
Witzenberg	**10**	**35**
Langeberg	**10**	
Drakenstein	**15**	
Breede Valley	**15**	
Stellenbosch	**15**	

The unit of measurement shall be the Number (No) of counting stations (3-legged or 4-legged) and will include full compensation for supervision, technical support, labour, disbursement and equipment necessary to undertake the traffic counts. The rate will also include for the traffic control and safekeeping of the traffic counters whilst executing the traffic counts. Travel costs and other subsistence costs are to be claimed under Item 11 in the Schedule of Quantities.

4) Inventory Assets Data Collection

Currently inventory asset data collection in CWDM focussed on road traffic signs. The information collected was collected along the ± 1650km of paved and unpaved roads network recorded within the CWDM region. The data to be collected on the road signs must be;

- Sign type and Code
- Geospatial coordinates
- Support structure
- Physical Dimensions
- Condition of sign and support
- Colour and legibility
- Structural integrity
- Line of sight and obstructions

The unit of measurement to collect the data by the graduates shall be the km of road to be assessed and shall include full compensation for supervision, technical support, all labour and equipment necessary to undertake the inspections and quality assurance checks. The rate will also include for the traffic control and safekeeping of the assessors whilst executing the inventory assessments. Travel costs and other subsistence costs are to be claimed under Item 11 in the Schedule of Quantities.

5) Safety Assessments Data Collection

The sites to be investigated will be suggested by the LM's. Two sites per LM will be investigated. The sites should preferably be areas where vehicle/pedestrian conflict is higher than normal. This could be around the local mall / shopping area / school / sportfield, etc.

The safety assessment should be conducted by an ECSA registered Traffic Engineer. The actions required to execute the assessments would be;

- Obtain historic traffic data and crash statistics
- Do traffic counts
- Visit sites for physical observations and photos during periods of activity
- Identify safety concerns
- Site measurements
- Do analysis on status quo and proposals
- Do concept drawing to illustrate Proposals to improve safety
- Report (excluded and measured elsewhere)

The unit of measurement shall be a Number (No) to be assessed and shall include full compensation for all labour, and equipment necessary to undertake the inspections and quality assurance checks .Travel costs and other subsistence costs are to be claimed under Item 11 in the Schedule of Quantities.

C3.1.4 (g) Data Analysis / Verification

1) Road Network Visual Condition

The visual condition of the road network shall be undertaken applying the stipulations of the Draft TMH 9 (Parts A to E as applicable). ŧ

Only accredited graduate visual assessors are permitted to do the rating assessment with ratings being captured directly to the PMS data capture interface. So as to mitigate errors in the data, the following quality control procedures are to be followed:

a) The visual condition is individually rated by two accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed before a final data set is established
b) An accuracy check is then done to establish logical exceptions between individual rating items eg, check skid resistance rating against texture. Again, all exceptions are cross checked and corrected
c) Logical check, eg area of patching exceeds roadway area
d) Integrity check on inventory data
e) Cross check of cracking with ACD data
f) Panel Inspections to check the above and also to verify accuracy of the assessment in comparison with physical condition

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply

The capture of visual condition data to the RAMS is to be completed within 8 weeks of the field work being concluded for a specific LM in the CWDM region. Any emergency works identified by this exercise are to be escalated to the relevant management of the Employer

The unit of measurement to undertake this work will be a per km and shall include all costs for labour, materials, equipment, rating the pavement distress and data capture to the PMS, quality management and data analysis and verification/quality control as per points a) to e) above and all other necessary actions to undertake this task.

2) Bridge and Major Culvert data collection

Bridge Structures
The visual condition data for the bridge structures network shall be captured to the BMS module of the RAMS directly from the field sheets (refer TMH 19 Parts A and B for requirements in this regard)

The same accredited bridge assessors who undertook the field work will be used to capture the data to the BMS
So as to mitigate errors in the data, the following quality control procedures are to be followed:

a) The visual condition data is to be captured twice by different accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed by the assessors and the RAMS structural engineer before a final data set is established
b) An accuracy check is then done to establish logical exceptions between individual rating items
c) Integrity check on inventory data
d) Panel Inspections on 10% of the major structures network

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply.

The capture of visual condition data to the RAMS is to be completed within 8 weeks of the field work being concluded.

The unit of measurement to undertake this testing will be the Number (No) of bridge structures and shall include all costs for labour, materials, equipment, rating the distresses, quality management and data analysis and verification/quality control

Major Culvert Structures
The visual condition data for the major culvert structures network shall be captured to the BMS module of the RAMS directly from the field sheets (refer TMH 19 Parts A and B for requirements in this regard)

The same accredited bridge and/or major culvert inspectors who undertook the field work will be used to capture the data to the BMS

So as to mitigate errors in the data, the following quality control procedures are to be followed:

a) The visual condition data is to be captured twice by different accredited assessors. The two data sets are then validated against each other with exceptions being re-assessed by the assessors and the RAMS structural engineer before a final data set is established
b) An accuracy check is then done to establish logical exceptions between individual rating items
c) Integrity check on inventory data
d) Panel Inspections on 10% of the minor structures network

Any inventory errors / additions noted during the field data collection operations will be corrected or added to the RAMS/GIS during this task. For electronic data exchange, the stipulations of Draft TMH 18 will apply.

The capture of condition data to the RAMS is to be completed within 8 weeks of field work being concluded.

The unit of measurement to undertake this testing will be the Number (No) of major culvert structures and shall include all costs for labour, materials, equipment, rating the distresses, quality management and data analysis and verification/quality control.

3) Manual Traffic Counting

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

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

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

Draft TMH 3 provides specifications data quality management

The unit of measurement shall be the Number (No) of counting stations (3-legged or 4-legged) and shall include full compensation for all labour, transport, materials, equipment, and any other actions necessary to undertake the analysis/validation and data capture and verification/quality control of the traffic data. Payment will be made on receipt of acceptable data sets.

4) Inventory Assets

Asset inventory data obtained from the field would be electronically synchronised with the AMIS system.

A senior assessor must run through the data and check for, but not limited to:

a) Any blank field in the data
b) Any photos not uploaded
c) Data not corresponding to the photos
d) Coordinates not plotting in the right position

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

5) Safety Assessments

The Safety assessments are not conventional RRAMS data. Its analysis will most likely be done by means of Traffic Analysis software (SIDRA or similar). This normally require a current status and a future status input. The improvements are normally tested in this future scenario.

As this software generate schematic views, it will be needed to represent the proposals as drawings or maps on an aerial set inventory data.

The unit of measurement shall be a Number (No) to be assessed and shall include full compensation for all labour, transport, materials, equipment, and any other actions necessary to undertake the analysis/validation and data capture and verification/quality control of the traffic data.

6) 10% Paved / Unpaved Road Condition Data Independent check

The Service Provider must appoint an external independent assessor to assess a representative sample (10%) of all roads assessed to verify the accuracy of the assessments done by their teams. The independent assessor should be able to choose the 10% sample from the electronic data provided to him by the Service Provider.

A Provisional Sum (Prov Sum) is entered into the Schedule of Quantities to cover the cost of the independent assessor. At least two quotations must be submitted to the Employer and should cover all the cost of the independent assessor.

A formal report is required from the independent assessor on completion of the physical assessments. If the assessor finds non-alignment of data or other disparency between assessment results, this will be discussed with the Service Provider to rectify as a matter of urgency at his own cost.

7) Panel Inspections

Following the capture and verification of the assessment data, a schedule of the preliminary remedial interventions, as identified by the processing algorithms and subsequent prioritization/optimization analysis, is to be compiled for panel inspection purposes - refer Draft TMH 22. The schedule is to cover +/- 10% of the paved and 10% of the unpaved network with road sections being representative of the condition of the network in terms of the spectrum of surface types, traffic, Condition Index and preliminary remedial intervention. The purpose of the panel inspection is to verify (and if necessary, adjust) processing algorithms and the prioritized maintenance plans. The panel shall be made up of the RAMS engineer/manager, RAMS pavement engineer, and representatives from the Employer.

The unit of measurement for taking part in panel inspections will be a Sum and will include all labour, material, equipment and disbursement costs including the provision of a 10-seat minibus for maximum of 5 days. Should overnight accommodation and subsistence be required, this is to be claimed under Item 11 in the Schedule of Quantities.

The above panel inspection requirements will also apply to the structures on the network. For this panel inspection, the RAMS pavement engineer is to be replaced with the RAMS structural engineer.

C3.1.4 (h) RRAMS Customization, Installation and Training

1) New RAMS System Installation

The RAMS will be an operation level **ii** compliant system as defined in COTO TMH 22 document and consist of an integrated set of information and decision sub-systems. The system data is to be contained in a SQL Server database with shapefiles that link each road segment via unique segment ID's. A web-based system is required to view and query the data.

The following sub-systems are a minimum requirement for the RAMS

2) Road Network Information Module (RNIM) / Geographic Information System (GIS)

This is the critical component of the overall system. This sub-system is to be GIS (ArcGIS or similar) linked / synchronized and will contain essential inventory data such as road logs, with roads broken down into links and segments. The links are described road category, start and end descriptions and distance, road width, surface type etc.

The GIS will also be used to display information from the other support sub-systems.

3) Pavement Management System (PMS)

The PMS includes various data viewing, data capture and reporting modules for all visual and other pavement data collected on flexible surfaced, concrete surfaced, block paved and un-surfaced roads.

The PMS is to include a data capture and verification module for the "post rating" of visual assessment data acquired by automated surveillance equipment and, in addition, a module to deterioration modelling, undertake prioritization and optimization analysis together with the development of works programmes and multi-year budgets is required. Should the analysis module not be an integral facet of the PMS, the system must be capable of

generating data that can be exported to proprietary analysis software such as dTIMS or HDM4.

All historic and current visual condition assessment and instrument (deflection, riding quality, profiling measurements etc) data together with road furniture such as guardrails, kerbs, drainage, signage etc, is to be stored in the PMS data tables.

4) Traffic Information Management System (TIMS)
This information system contains data from manual traffic counts. The TIMS will act as a repository for all traffic data and will have both viewing and data querying capability to calculate current and future traffic volumes, cumulative axle loading etc as required by the PMS and BMS.

5) Bridge Management System (BMS)
Unless the system has an integral BMS, the Struman BMS is preferred choice for proprietary software. Whichever system is used, it must be capable of producing statistics on the bridge and major culvert inventory, condition, deterioration trends and priorities together with generating bridge and major culvert maintenance schedules and multi-year budgets. Assessments are to be carried out as per the requirements of COTO TMH 19 document

6) Asset Management Reporting System (AMRS)
The RAMS system must comply with all the requirements of the COTO framework for asset management (applicable to the required RAMS operation level) and be fully GRAP 17 compliant in terms of being able to produce standard and user defined asset valuation reports as well as a detailed roads infrastructure asset register.

7) Safety Assessments Management System (SAMS)
The RAMS system must either include a road safety assessment / analysis / reporting module or be able to interact with a proprietary system such as IRAP. The least requirement would be a dedicated space where PDF-format reports and information of the Safety Assessment reports can be housed.

8) Reporting Format
The RAMS system must comply with all the requirements of the COTO framework for data formats - TMH 18 requirements.

9) General
The rate tendered for the provision of a new RAMS system inclusive of the above modules and requirements and the import of existing TMH 18 data from previous service provider will be a Sum and shall include all software development and purchase costs, end user licensing and technical support for the duration of the contract, and all labour, materials, travel, equipment, disbursements and necessary to provide and install a fully functional system.

C3.1.4 (i) Reporting

1) Road Network: Flexible Surfaced Road Network
Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the surfaced road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, optimization analysis, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects.

The report will include current unit rates and validate the planned budget expenditure illustrating how proposed rehabilitation and maintenance plans will improve the condition of the surfaced road network and mitigate risk. The content of the annual Surfaced Road Network Report will include, but not limited to :

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey

- Deflection (TSDD and/or FWD)
- Crack Detection
- Riding Quality
- Rutting
- Texture
- Friction
- Geometry

• Inspection Results in terms of Condition Index, Prevalent Modes of Distress and Trends
• Prioritisation and Optimization Analysis
• Discussion on Identified Remedial Interventions and Trends
• Summary of Maintenance/Rehabilitation/Improvement Needs
• Economic Analysis and Budgetary Requirements
• Asset Register
• Proposed Emergency Projects
• Critical Route Identification
• Special Inspections Required
• Future Surfaced Road Network Inspections

Appendix A: Surface Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Optimisation Results

Appendix E: Remedial Intervention Algorithms and Indices Calculations

Appendix F: Repair Measure Listings: Routine Maintenance

Appendix G: Repair Measure Listings: Periodic Maintenance

Appendix H: Repair Measure Listings: Special Maintenance

Appendix I: Repair Measure Listings: Rehabilitation and Improvement

Appendix J: Budgets and Economic Analysis

Appendix K: Asset Register

Appendix L: Emergency Interventions

Appendix M: Specialist Inspections

Appendix N: Future Inspections

Appendix O: Panel Inspection and Quality Control

Appendix P: GIS Maps indicating Condition and Remedial Action Requirements

2) Road Network: Unsurfaced Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the unsurfaced road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance/rehabilitation and upgrading strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations and emergency interventions. The report will include updated unit rates and validate the planned budget expenditure and illustrate how the proposed rehabilitation, maintenance and upgrading plans will improve the overall condition of the unsurfaced road network and mitigate risks.

The minimum content of the annual Unsurfaced Road Network Report will include, but not limited to the following:

• Executive Summary
• Introduction and Terms of Reference
• Inventory Data
• Inspections Undertaken

- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
- Riding Quality
- Geometry (Long and transverse profile)
- Inspection Results in terms of Condition Indices and Trends
- Prioritisation Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Economic Analysis and Budgetary Requirements
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Unsurfaced Road Network Inspections

Appendix A: Unsurfaced Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Remedial Intervention Algorithms and Indices Calculations

Appendix E: Repair Measure Listings : Routine Maintenance

Appendix F: Repair Measure Listings : Periodic Maintenance

Appendix G: Repair Measure Listings : Special Maintenance

Appendix H: Repair Measure Listings : Rehabilitation and Improvement

Appendix I: Budgets and Economic Analysis

Appendix J: Asset Register

Appendix K: Emergency Interventions

Appendix L: Specialist Inspections

Appendix M: Future Inspections

Appendix N: Panel Inspection and Quality Control

Appendix O: GIS Maps indicating Condition and Remedial Action Requirements

3) Road Network: Rigid (Concrete) Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the concrete road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance/rehabilitation strategies/plans, prioritization and optimization of maintenance and rehabilitation actions, budget needs versus budget allocations and emergency interventions. The report will include updated unit rates, validate the planned budget expenditure and illustrate how the proposed rehabilitation and maintenance plans will improve the overall condition of the concrete road network and mitigate risks.

The minimum content of the annual Concrete Road Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Inventory Data
- Inspections Undertaken
- Discussion on Inspections and Quality Control Procedures
- Instrument/Automated Surveys Undertaken
- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey

- Deflection (TSDD and/or FWD)
- Crack Detection
- Riding Quality
- Texture
- Friction
- Geometry

• Inspection Results in terms of Condition Indices and Trends
• Prioritisation and Optimization Analysis
• Discussion on Identified Remedial Interventions and Trends
• Summary of Maintenance/Rehabilitation/Improvement Needs
• Economic Analysis and Budgetary Requirements
• Asset Register
• Proposed Emergency Projects
• Critical Route Identification
• Special Inspections Required
• Future Unsurfaced Road Network Inspections
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Appendix A: Concrete Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Remedial Intervention Algorithms and Indices Calculations

Appendix E: Repair Measure Listings : Routine Maintenance

Appendix F: Repair Measure Listings : Periodic Maintenance

Appendix G: Repair Measure Listings : Special Maintenance

Appendix H: Repair Measure Listings : Rehabilitation and Improvement

Appendix I: Budgets and Economic Analysis

Appendix J: Asset Register

Appendix K: Emergency Interventions

Appendix L: Specialist Inspections

Appendix M: Future Inspections

Appendix N: Panel Inspection and Quality Control

Appendix O: GIS Maps indicating Condition and Remedial Action Requirements

4) Road Network: Semi-Rigid (Block Paved) Road Network

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the block paved road network condition. The report will discuss, inter alia, current condition, deterioration, trends, maintenance/rehabilitation strategies/plans, prioritization and optimization of maintenance and rehabilitation actions, budget needs versus budget allocations and emergency interventions. The report will include updated unit rates and validate the planned budget expenditure in support of the proposed rehabilitation and maintenance plans for improvement of the overall condition of the semi-rigid road network.

The minimum content of the annual Block Paved Road Network Report will include, but not limited to the following:

• Executive Summary
• Introduction and Terms of Reference
• Inventory Data
• Inspections Undertaken
• Discussion on Inspections and Quality Control Procedures
• Instrument/Automated Surveys Undertaken

- Discussion on Instrument/Automated Surveys and Quality Control Procedures
- Detailed Discussion on results of Instrument/Automated Survey
  - Deflection (TSDD and/or FWD)
  - Riding Quality
  - Texture
  - Friction
  - Geometry
- Inspection Results in terms of Condition Indices and Trends
- Prioritisation and Optimization Analysis
- Discussion on Identified Remedial Interventions and Trends
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Budgeting and Economic Analysis
- Asset Register
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Unsurfaced Road Network Inspections

Appendix A: Block Paved Road Inventory and Updates

Appendix B: Photographs

Appendix C: Priority Listings

Appendix D: Remedial Intervention Algorithms and Indices Calculations

Appendix E: Repair Measure Listings : Routine Maintenance

Appendix F: Repair Measure Listings : Periodic Maintenance

Appendix G: Repair Measure Listings : Special Maintenance

Appendix H: Repair Measure Listings : Rehabilitation and Improvement

Appendix I: Budgets

Appendix J: Asset Register

Appendix K: Emergency Interventions

Appendix L: Specialist Inspections

Appendix M: Future Inspections

Appendix N: Panel Inspection and Quality Control

Appendix O: GIS Maps indicating Condition and Remedial Action Requirements

Although the various road surface type report contents are described separately under 1) to 4) in the pages above, it would make sense that this data should all be included in one report. The data will be separately presented per Road Network report per LM. The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 Draft and 5 Final paper copies, 1 electronic copy on a flash drive.

Included in the Sum will be a combined Road Network report to be provided to CWDM, containing the data of all the LM's represented in the region, meaning. The unit shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 1 Draft and 1 Final paper copy, 1 electronic copy on a flash drive.

5) Safety Assessments

Upon completion of the safety assessment data acquisition, data verification and uploading of the data to the RAMS, a network report is to be prepared on the status quo of the road network in terms of safety.

The report will discuss, inter alia, current condition, trends, safety intervention strategies, costs and emergency projects. The report will validate the safety audit procedures and illustrate how the assessments will improve road safety and mitigate risks

The minimum content of the Road Safety Assessment Network Report will include, but not necessarily be limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Inspections Undertaken
- Methodology
- Discussion on Inspections and Quality Control Procedures
- Discussion on Network Attributes and Snapshot
- Inspection Results in Terms Safety Ratings
- GIS Maps illustrating Safety Ratings per Road Link
- Discussion on Identified Remedial Interventions and Trends
- Proposed Emergency Projects
- Critical Route Identification
- Special Inspections Required
- Future Safety Audits

The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 20 Draft and 20 Final paper copies, 10 electronic copies on a flash drive.

6) Structures

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS, a network report is to be prepared on the status quo of the bridge and major culvert structures. The report will discuss, inter alia, current condition, deterioration, trends, maintenance and rehabilitation strategies/plans, prioritization of maintenance and rehabilitation actions, budget needs versus budget allocations, emergency interventions and improvement projects. The report will validate the planned budget expenditure and illustrate how the proposed rehabilitation and maintenance plans will improve the overall condition of the structures network and mitigate potential risks.

The minimum content of the annual Bridge Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Structures Inspected
- Discussion on Inspections and Quality Control Procedures
- Inventory Data and Asset Register
- Inspection Results in terms of VCI
- Summary of Maintenance/Rehabilitation/Improvement Needs
- Budgeting Summary
- Proposed Emergency Bridge Repair Projects
- Special Inspections Required
- Future Bridge Inspections
-

Appendix A: Structures Asset Register

Appendix B: Structures Inventory

Appendix C: Photographs

Appendix D: Priority Listings

Appendix E: Repair Measure Listings: Routine Maintenance

Appendix F: Repair Measure Listings: Periodic Maintenance

Appendix G: Repair Measure Listings: Special Maintenance

Appendix H: Repair Measure Listings: Rehabilitation and Improvement

Appendix i: Current and Required Budgets

Appendix J: Emergency Interventions

Appendix K: Specialist Inspections

Appendix L: Future Inspections

Appendix M: GIS Maps of Structures

The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 Draft and 5 Final paper copies, 5 electronic copies on a flash drive.

Included in the Sum will be a combined Road Network report to be provided to CWDM, containing the data of all the LM's represented in the region, meaning. The unit shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 1 Draft and 1 Final paper copy, 1 electronic copy on a flash drive.

7) Traffic

Upon completion of data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the road network in terms of traffic use. The report will discuss current traffic volumes, growth and reduction trends, axle loading, overloading and proposals to ensure that the road network will have adequate capacity in terms of level of service, geometrics and pavement structure.

The minimum content of the annual Traffic Network Report will include, but not limited to the following:

- Executive Summary
- Introduction and Terms of Reference
- Selection of Counting Stations
- Traffic Counts
- Quality Control
- Traffic Volumes and Trends
- Heavy Vehicle Volume and Trends
- Heavy Vehicle Loading and Trends
- Traffic Growth / Reduction
- Discussion of Critical Routes
- Capacity Analysis
- Conclusions and Recommendations

Appendix A: Traffic Counting Stations

Appendix C: Photographs

Appendix D: Detailed Total Traffic Statistics

Appendix E: Detailed Heavy Vehicle Traffic Statistics

Appendix F: Road Link Volumes

Appendix G: Volume / Capacity Ratio

Appendix H: Listing of Road Links by Total Traffic and Heavy Traffic Volumes

Appendix I: GIS Maps Illustrating Link Volumes

Appendix J: Listing of Routes by Total Traffic and Heavy Traffic Volumes

Appendix K: GIS Maps Illustrating Route Volumes

The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 Draft and 5 Final paper copies, 5 electronic copies on a flash drive.

Included in the Sum will be a combined Road Network report to be provided to CWDM, containing the data of all the LM's represented in the region, meaning. The unit shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 1 Draft and 1 Final paper copy, 1 electronic copy on a flash drive.

8) Panel Inspections

There is no prescriptive format for the Panel Inspection reports. It should be for 10% of the paved and 10% of the unpaved network with road sections and for 10% of the structures.

The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 5 Draft and 5 Final paper copies, 5 electronic copies on a flash drive.

Included in the Sum will be a combined Road Network report to be provided to CWDM, containing the data of all the LM's represented in the region, meaning. The unit shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 1 Draft and 1 Final paper copy, 1 electronic copy on a flash drive.

9) RAMS Asset Register and RAMP

Upon completion of the FULL data acquisition, data analysis, data verification and uploading of the data to the RAMS a network report is to be prepared on the status quo of the Road Network Asset Register. The report will be comprehensive and fully compliant with the GRAP 17 stipulations and will report on, inter alia, current component valuation, replacement cost, valuation/replacement ratios, discount rates and net present values, valuation trends and other statistics as required.

In addition to the above, the employers annual road asset management plan report is also to be compiled.

The unit of measurement to undertake this reporting will be a Sum and shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 6 Draft and 6 Final paper copies, 10 electronic copies on a flash drive.

Included in the Sum will be a RAMP report to be provided to CWDM, containing the data of all the LM's represented in the region, meaning. The unit shall include all costs for labour, materials, equipment, disbursements, travel, compiling the report, printing 6 Draft and 6 Final paper copy, 1 electronic copy on a flash drive.

C3.1.4 (j) Ad-hoc Services

- History has shown that the LM's are all in various stages of Asset Management with various systems and consultants in place. Often data is in a different format or must be adjusted before being able to the used in another system. These items are often not known of foreseen initially.
- The item above is but one ad-hoc assignment that is possible, but the will not be limited to this kind of need. The CWDM Project Manager will be able to decide if the purpose is relevant to the project.
- The Category A, B, C & D staff are as defined in the Engineering Profession Act (46/2000) and shall cover all labour costs for time actually spent on the provision of the "ad-hoc" service. Payment for time spent travelling will not be made, but the costs of such travel and disbursements can be claimed under payment Item 11 in the Schedule of Quantities.

C3.1.4 (k) Disbursements

Travel

Travelling costs are only payable where the individual pay item description allows for such. The unit of measurement is the vehicle kilometer and shall include for all costs associated with the travel of staff to execute assessments, meetings, training, etc.

Accommodation

Accommodation costs are only payable where the individual pay item description allows for such. The unit of measurement is the person night and shall include for all accommodation costs including meals and any other subsistence expenses. Proof of accommodation payments must be submitted with the monthly claim.

Flights for National RRAMS meetings

Air travel cost to National RRAMS meetings in Gauteng will be covered by this item. The unit of measure will be for a return flight for a person. For this activity pre-authorisation is

needed from the Employer, stating who from the Service Provider can attend the meetings and book the necessary flight.

Rental Car
Car rental will be allowed when flights are taken to a destination where the Service Provider do not have vehicle transport. This will typically be to National RRAMS meetings in Gauteng. For this activity pre-authorisation is needed from the Employer. The unit of measurement is the hiring of the vehicle per day and shall include for all costs associated with the travel of staff to the meeting.

Catering for Training or Municipal or Provincial meetings
Catering will be on request of the Employer be arranged and paid by the Service Provider. This will generally be for training, municipal or provincial meeting. The unit of measurement is a Provisional Sum (Prov Sum).

C3.1.5 TIMEFRAME OF THE PROJECT

The successful service provider will be required to submit a detailed Work Plan & Methodology to be submitted under Schedule 6B. This Plan must make reference to the Gantt Chart attached to Schedule 6F and should clearly state the timeframes allocated to the technical process for each task and should include deliverable dates.

The said Plan will be verified by the CWDM Project Manager. The project plan should include the delivery dates and all planned meetings, information sessions and consultation. This must include a project programme that clearly stipulates tasks and deliverables, linked to timeframes.

Since the tender is only being advertised at the start of the 2026/2027 cycle due to the previous tender coming to an end in the previous financial year, the service provider is most likely only to be appointed early in 2027. To allow comparing the submission form service providers, **the assumption should be that the appointment would be in February 2027, with the project to start 1 March 2027.**

C3.1.6 KEY PERSONNEL

Key personnel who will be working on this project must be nominated by the service provider. The service provider must list the names of these key personnel. These key personnel and team must consist of a Program Leader, a Technical Expert, Pavement Engineer, Traffic Engineer and administrator. The listed team will remain on the project and team members can only be replaced with members with similar experience and qualifications and with the consent of the employer.

Tenderers must provide the required information under each of the bullets hereunder as to enable the client to ascertain whether the requirements are met.

3.5.1 The Programme Leader must:

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Must have done a recognised project management course within the last 10 years or be a member of Project Management South Africa;
- Have extensive experience in a management capacity on similar projects;

If the above requirements are not demonstrated clearly, no points will be awarded for this part of the functionality criteria.

3.5.2 The Programme Leader should:

- Have at least 10 years experience in roads and associated infrastructure;
- Have experience in a local authority environment;
- Have experience in the mentoring and training of technical graduates;
- Have experience in Road Infrastructure Management.

3.5.3 The Technical Expert must:

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Have extensive knowledge of Roads Asset Management Systems and software development;
- Have experience on similar projects requiring systems and development input.

3.5.4 The Technical Expert should:

- Have at least 10 years experience in roads and associated infrastructure;
- Have experience on similar projects requiring systems and development input;

3.5.5 The Pavement Engineer must:

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Have extensive knowledge of Road Pavements design.

3.5.6 The Traffic Engineer must:

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Have extensive knowledge of Traffic Engineering.

3.5.7 The Bridge Engineer should:

- Have at least 10 years experience in bridge and culvert inspections and assessments in the DER method;
- Must be an accredited COTO bridge inspector;
- Must have a recognised engineering qualification and be registered with ECSA as a Pr Eng/ Pr Eng Tech;
- Have extensive knowledge of Bridge and Culvert analysis tools like Struman as developed by the CSIR;
- Have experience on similar projects requiring systems and development input;

3.5.8 The Administrator should:

- Have a formal qualification and experience in finance/bookkeeping;
- Have experience in office administration;
- Be computer literate;
- Have experience as administrator on similar projects;

3.5.9 The Civil Engineering Graduates (minimum 2 and up to 4 in total) should:

- Have a NDip (Civil), BEng Tech (Civil), BEng (Civil) of BSc (Civil) in Civil Engineering;
- Must be from the Western Cape to build capacity locally;
- At least two of the graduates must have a vehicle license;
- A minimum of two (2) graduates must be employed on the project.
- This total could be augmented by up to a total of four (4) graduates if there is a need.
- It is however not expected that the graduates be deployed on the CWDM RRAMS for the full project period as the Service Provider may deploy them on other projects when their services are not required in the CWDM RRAMS project.
- **The period that these graduates will be deployed on the project must be calculated by the Service Provider and be used to calculate the value of the Sum, that may also include other disbursements other than the allowable stipend.**
- The minimum fee payable to a graduate per month should be **R12 000-00** excluding disbursements.

C3.1.6 USE OF REASONABLE SKILL AND CARE

The Service Provider is therefore required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.