public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

TRANSPORT INFRASTRUCTURE

Tel.: +27 (18) 388 1395/2045
Fax: +27 (18) 387 1395
Website: www.nwpg.gov.za/public

TENDER No: PWR 84/25

FOR

BRIDGE CONDITION ASSESSMENTS ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

PROJECT DOCUMENT

December 2026

Issued by:
Head of Department Department of Public Works and Roads North West Provincial Government Private Bag X2080 Mmabatho 2735 Tel: 018-388-1371 Fax: 018-388-1769

For Official Use:
Signatures of Department Officials at Tender Opening
1. 2. 3.

NAME OF TENDERER: _____

_____

ADDRESS: _____

_____

PHONE: _____ **FAX:** _____

EXPANDED PUBLIC WORKS PROGRAMME

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	PWR 84/25	CLOSING DATE:	14 December 2026	CLOSING TIME:	11h00
DESCRIPTION	**BRIDGE CONDITION ASSESSMENTS ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Modiri Molema Road					
Provincial Head Office					
Mmabatho					
2735					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Mr. D. Mokutu**	CONTACT PERSON	**MR. K. SITASE**
TELEPHONE NUMBER	**018 388 4477/81/83**	TELEPHONE NUMBER	**018 388 1398**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**dmokutu@nwpg.gov.za**	E-MAIL ADDRESS	**Sitase@nwpg.gov.za**

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐
YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES
☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

(Proof of authority must be submitted e.g. company resolution)

DATE: ……

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PART 1

THE TENDER

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PART T1 TENDERING PROCEDURES

TENDER No PWR 84/25

FOR

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

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public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
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TRANSPORT INFRASTRUCTURE

Tel.: +27 (18) 388 1395/2045
Fax: +27 (18) 387 1395
Website: www.nwpg.gov.za/public

TENDER No. PWR 84/25

Bid Description:

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

Name of Institution: Department of Public Works and Roads

Place where goods, works or services are required: North West Province

Date Published: 20 November 2026

Closing Date / Time: 14 December 2026 at 11H00am

Enquiries:

Contact Person: Mr Keoagile Sitase (RAMS Programme Manager)

Email: Sitase@nwpg.gov.za

Telephone number: 018 388 1395 / 1398

Where bid documents can be obtained:
Physical Address*: Department of Public Works & Roads Mmabatho, Next to Mmabatho Stadium Gate House*

Where bids should be delivered:
Physical Address: *Department of Public Works & Roads, Old Parliament Complex, Mmabatho, Gate House*

Briefing Session:

A Non - compulsory briefing session (Virtual) will be held on:

Date 27 November 2026

Time: 10:00

Venue: **VIRTUAL**

Special Conditions:

The briefing is **Non-compulsory**. Bid documents will be available from the 23rd of November 2026 at the Old Parliament Building, Gate House, Mmabatho at a non-refundable fee of R500.00 or to be deposited at the following banking details: or to be downloaded at www.etenders.gov.za.

T1.2 Tender Data

TENDER No PWR 84/25

FOR

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

NORTH WEST PROVINCIAL GOVERNMENT

THE DEPARTMENT OF PUBLIC WORKS AND ROADS

Tender No PWR 84/25

Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in SANS 10845-3: 2015 Edition 1 which are reproduced without amendment or alteration for the convenience of tenderers after 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 additional conditions of tender are:

Clause Number	Tender Data
3.1	The Employer is: The Department of Public Works and Roads, North West Provincial Government. The Employer's domicilium citandi et executandi (permanent physical business address) is: Modiri Molema Road Old Parliament Complex Provincial Head Office Mmabatho 2735 The Employer's address for communication relating to this project is: Private Bag X2080 Mmabatho 2735
3.2	The tender documents issued by the Employer comprise: **THE TENDER** **Part T1 Tendering procedures** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **Part T2 Returnable documents** T2.1 List of returnable documents T2.2 Returnable schedules **THE CONTRACT** **Part C1 Agreements and Contract Data** C1.1 Form of Offer and Acceptance

Clause Number	Tender Data
	C1.2 Contract Data **Part C2 Pricing Data** C2.1 Pricing Instructions C2.2 Bill of Quantities **Part C3 Scope of Work** C3.1 Project Scope of Work
3.4	The language for communications is English
3.6.1	Unless otherwise stated in the tender data, a contract shall, subject to 5.13, be concluded with the tenderer who, in terms of 5.11, 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 and after consideration of the Objective Criteria.
3.6.2	The competitive negotiation procedure is not applicable for this Tender.
3.6.3	The two-stage tendering system will not be followed for this Tender.
4.1.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: Only those tenderers who score the minimum score in respect of the quality criteria stated in 5.11.10 of this Tender Data shall be considered responsive and have their tenders evaluated further. a) National Treasury Central Supplier Database Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point of accountability and responsibility for the management of the construction works. Key personnel listed in Form B2 must be identified and their names, qualifications and number of years of experience must be listed in Form B2. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall, within a period of 14 working days, replace the key personnel listed in Form B2 with personnel with equivalent competencies, subject to approval by the Employer. Such approval shall not be unreasonably withheld. Tenderers must at all time have in their employment during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel. b) Financial viability Tenderers who are under business rescue or liquidation are ineligible to have their tenders evaluated.
4.1.2	It is an absolute requirement that the taxes of the successful tenderer must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them. If the tenderer's Tax Clearance Compliance is found not to be in order, the Provincial Supply Chain Management Office may, in addition to any other remedy it may have: - Recover from the Contractor all costs, losses or damages incurred or sustained by the State as a result of the award of the contract; and/or Cancel the contract and claim any damages which the State may suffer by having to make less favourable arrangements after such cancellation; and/or As provided for in the Provincial Supply Chain Management Office Regulation, impose on the Contractor a penalty not exceeding 5% of the value of the contract. Each party to a Consortium / Joint Venture / Sub-Contractors must provide their own unique SARS security personal identification number (PIN) and be compliant.

Clause Number	Tender Data
4.5.2	Tenderers are hereby earnestly warned that, in terms of section 23(1) of the Roads Ordinance of Transvaal (Ordinance No. 22 of 1957, as amended), it is absolutely essential that the owners of property be advised accordingly. Unless the provisions of this section are strictly adhered to, the acquisition of material may be illegal and could result in a claim by the owner, inter alia that the property be restored to its original condition by the Contractor.
4.5.3	Where reference is made to the standard specifications in the contract documents, it shall mean the COTO Standard Specifications for Road and Bridge Works (2020).
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	The arrangements for a compulsory clarification meeting are as specified in the Tender Notice and Invitation to Tender. The onus rests with the tenderer to ensure that the person attending the clarification meeting on his behalf is appropriately qualified to understand all directives and clarifications given at that meeting. Tenderers shall sign the attendance list in the name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.
4.8	Request clarifications at least **3 working days** before the closing time.
4.10	Tenderers are required to state their rates and currencies in Rand.
4.11.2	Tenders submitted in accordance with these tender documents shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Employer's Agent as early as possible before submission of a tender. Should any query be found to be of significance, all tenderers will be informed accordingly by the Employer's Agent as early as possible. Tenders shall not be qualified by the conditions of tender of the tenderer himself. Failure to comply with this requirement may cause the tender to become invalid. Should the tenderer, notwithstanding the above, wish to make any amendment or qualification of the tender documents, such amendment or qualification shall be set out explicitly in full details on Form A3. Any qualification or amendment not set out on the prescribed form will not have any force and effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in or to be inferred from a program and submitted with any tender will not have any force and effect unless set out in writing in accordance with the above requirements.
4.12	Alternative Tenders are not permitted for this contract
4.13.2	Parts of each tender offer communicated on paper shall be submitted as an original, plus NIL copies.
4.13.4	The tenderer is required to submit the following: The tenderer is required to submit the following with his tender (1) Unique security personal identification number (PIN) in order for the Employer to verify his tax compliance; and (2) Proof of Contractor Registration drawn from the Construction Industry Development Board website should be attached to Returnable Schedule Form A11; (3) evidence of registration and proof of good standing with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993)(COIDA). The tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at a time during the 36 months preceding the date of this Tender; (4) Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture; (5) A tender submitted jointly by two companies shall be accompanied by a copy of the document establishing the joint venture, registered and authenticated by an official who is authorized to witness sworn statements. The document shall clearly state the reason for the amalgamation, its period of validity and

Clause Number	Tender Data
	the persons who will represent it, how their assets will be legally obligated, and any further information that will explain the functions of the joint venture.
4.13.5	Submit only the signed “Original” Tender offer.
4.13.6	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer’s name, the contract number and description, the tenderer’s authorised representative’s name, the tenderer’s postal address and contact telephone numbers. Telephonic, facsimile or emailed tender offers will **not** be accepted. The tenderer must submit the completed electronic schedule of quantities in the form of an excel spreadsheet (USB Drive) and submit it with the printed and completed tender document. (Non-disqualification factor)
4.13.7	The North West Department of Public Works and Roads, North West Province is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
4.13 4.15	The Employer’s address for the delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Eastern side of the Gate House Physical address: Department of Public Works and Roads Modiri Molema Road Old Parliament Complex Provincial Head Office Mmabatho 2735 **Identification details: Place the signed original tender offer in a package marked PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)** Tenders must be submitted during office hours (08:00 to 16:00 hrs) Monday to Friday at the Employer’s address.
4.15	The closing time for submission of tender offers is 11:00 hrs on **14 December 2026.**
4.16.1	The tender offer validity period is 90 days calculated from the tender closure date.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: (a) withdraws his tender. (b) gives notice of his inability to execute the contract in terms of his tender; or (c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer’s future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 working days of the date of request. The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the Works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
4.19	Access for tests and inspections are required during the tendering period.
4.20	The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.

<table>
<tr><th>Clause Number</th><th>Tender Data</th></tr>
<tr><td>5.4</td><td>The time and location for the opening of tender offers are:
Time: 11:00 on 14 December 2026.
Location: Eastern side of the Gate House
Department of Public Works and Roads
Modiri Malema Road
Old Parliament Complex
Provincial Head Office
Mmabatho
2735</td></tr>
<tr><td>5.7</td><td>In the event of disqualification, the Employer may, at his sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to the CIDB and National Treasury.</td></tr>
<tr><td>5.11.7</td><td>The value of W1 is:
1) 90 where the financial value, inclusive of VAT, of all responsive tender offers received has a value in excess of R50 000 000,00; or
2) 80 where the financial value, inclusive of VAT, of one or more responsive tender offers has a value that equals or is less than R50 000 000,00.
The value of A will be calculated utilising the following formula:
A=(1-(P-Pm)/Pm)
Where P is the comparative offer of the tender offer under consideration and Pm is the comparative offer of the most favourable comparative offer
In the event that the calculated value is negative, the allocated score shall be 0.
If there is uncertainty on the preferential point system to be applied, the Institution must advertise the tender indicating that the tender will be evaluated on either 80/20 or 90/10 preference system. Once the tenders is received, the lowest acceptable tender must be used to determine the preference point system to be used for the evaluation of tenders.</td></tr>
<tr><td>5.11.8</td><td>A maximum of 20 points ((80/20) preference point system), may be allocated. Tenderers may score preference points based on company ownership. If an organ of state applies ownership as a specific goal, the department may advertise the tender with a specific tendering preferential procurement requirement that in order for a tenderer to claim 20 points for specific goals, a tendering company must have the following ownership:
<table>
<tr><th>The specific goals allocated points in terms of this tender</th><th>Specific Goals – Ownership and location</th><th>Number of points allocated (80/20 system) (To be completed by the Department)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr>
<tr><td rowspan="2">Ownership and location</td><td>Enterprises owned by black persons – (minimum ownership 51%)</td><td>6</td><td></td></tr>
<tr><td>Women</td><td>6</td><td></td></tr>
</table>
</td></tr>
</table>

Clause Number	Tender Data

	(Locality) Enterprises must have an active office within the North West province	**8**	
	MAX POINTS	**20**	

1. Enterprise owned by Black People (HDI)-minimum ownership of 51%: Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.
2. Locality – As a proof attach the following:

a) Lease agreement with property owner located within Municipality/Township or
b) A Municipal rates invoice in the name of the company issued within the last three (3) Months or
c) An affidavit or equivalent from an authorised traditional leader or local councillor in regions where municipality rates invoice is not available showing the township name and ERF number or physical address.

NB: Non-compliance of any of the above – mentioned items will result in bidders forfeiting preference points

5.11.9

COMPULSORY PRE- QUALIFICATION CRITERIA

Proof of Professional Indemnity Insurance not less than R10 million to be submitted with tender. Upon appointment, the tenderer will revise their PI insurance to amount twice their appointed amount.

COMPULSORY TENDER DOCUMENTATION

1) Duly signed bid documents (entire document) and all attached SBD forms
2) Signed Form of Offer
3) Record of Addenda to Tender Documents, where applicable
4) Legal Joint Venture Agreement, where applicable
5) Identity documents of Owners / Directors / Members / Shareholders
6) Certified copy of Contractor Registration for Incorporation or of Company, as applicable
7) Closed corporations to attach an Association Agreement
8) Shareholders' Agreements / Share certificates / Memorandum of Association for Companies
9) Certificate of Authority of an Entity
10) Valid letter of Good Standing from the Department of Labour
11) SBD 1: Invitation to bid
12) SBD 2: Tax clearance certificate requirements
13) SBD 4: Declaration of Interest
14) SBD 6.1: Preference points claim form in terms of the preferential procurement regulations

5.11.10

EVALUATION OF TENDER OFFERS

Selection Criteria

Tenderers will be assessed based on the selection criteria as set out in the table below. **Tenderers scoring less** than 60% will be considered non-responsive.

Tenderers shall fill in the relevant information on the Selection Criteria Schedules in Part T2 and this information shall be used to award points for selection on the following basis per category:

No	Item	Criteria	Experience	Method of Evaluation		
				A	B	C

Clause Number	Tender Data						
	CAPACITY **Experience of professionals employed by civil engineering company**				**Tender rating (Score I-5)**	**Weighting**	**Tenders Score (%) '=(AxB)/5**
	1	**Specialist Bridge Engineer/Structures (Number required 1)**	Must be Registered with ECSA as **PrEng or PrTech** in Civil Engineering, COTO Certified as Bridge Inspector (Qualification NQF 8 or Higher). **A Maximum of 10 points will be** distributed to key personnel	Total Years of Post ECSA Registration, less than 3 years, coupled with COTO Bridge Inspection Certificate.	1	10	
				Total Years of Post ECSA Registration, from 3 to less than 6 years, coupled with COTO Bridge Inspection Certificate	2		
				Total Years of Post ECSA Registration, from 6 to less than 8 years, coupled with COTO Bridge Inspection Certificate	3		
				Total Years of Post ECSA Registration, from 8 to less than 10 years, coupled with COTO Bridge Inspection Certificate	4		
				Total Years of Post ECSA Registration, more than 10 years, coupled with COTO Bridge Inspection Certificate	5		
			(CV with references, High institution qualifications, Certified ECSA and COTO Certificates and affidavit from individuals to be attached as proof)				
	2	**Bridge Inspector (Number required 2 or more)**	Must be Registered with ECSA as **PrEng or PrTech** in Civil Engineering, COTO Certified as Bridge Inspector (Qualification NQF 7 or Higher). **A Maximum of 30 points will be** distributed to key each personnel	Total Years of Post ECSA Registration of less than 3 years, coupled with COTO Bridge Inspection Certificate.	1	30	
				Total Years of Post ECSA Registration, from 3 to less than 6 years, coupled with COTO Bridge Inspection Certificate	2		
				Total Years of Post ECSA Registration, from 6 to less than 8 years, coupled with COTO Bridge Inspection Certificate	3		
				Total Years of Post ECSA Registration, from 8 to less than 10 years, coupled with COTO Bridge Inspection Certificate	4		
				Total Years of Post ECSA Registration, more than 10 years, coupled with COTO Bridge Inspection Certificate	5		

Clause Number	Tender Data							
			CV with references, High institution qualifications, Certified ECSA and COTO Certificates and affidavit from individuals to be attached as proof					
	3	**Culvert Inspector (Number required 2 or more)**	Must be Registered with ECSA as **PrEng or PrTech** in Civil Engineering, COTO Certified as Major Culvert Inspector (Qualification NQF 7 or Higher) **A Maximum of 20 points will be** distributed to each key personnel	Total Years of Post ECSA Registration of less than 3 years, coupled with COTO Bridge and Culvert Inspection Certificate	1	20		
				Total Years of Post ECSA Registration, from 3 to less than 6 years, coupled with COTO Bridge and Culvert Inspection Certificate	2			
				Total Years of Post ECSA Registration, from 6 to less than 8 years, coupled with COTO Bridge and Culvert Inspection Certificate	3			
				Total Years of Post ECSA Registration, from 8 to less than 10 years, coupled with COTO Bridge and Culvert Inspection Certificate	4			
				Total Years of Post ECSA Registration, more than 10 years, coupled with COTO Bridge and Culvert Inspection Certificate	5			
			CV with references, High institution qualifications, Certified ECSA and COTO Certificates and affidavit from individuals to be attached as proof					
	COMPANY EXPERIENCE **Experience of Consulting Firm**				A **Tender rating (Score1-5)**	B **Weight-ing**	C **Tenders Score (%) '=(AxB)/5**	
	4	**Company Experience:**	A **Maximum of 30 points** will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	Completion of 1 bridge inspection/assessment project within the last 10 years	1	30		
				Completion of 2 bridge inspection/assessment projects within the last 10 years	2			
				Completion of 3 bridge inspection/assessment projects within the last 10 years	3			
				Completion of 4 bridge inspection/assessment projects within the last 10 years	4			
				Completion of 5 or more bridge inspection/assessment projects within the last 10 years	5			
				Bidders to submit, an appointment letter and letter of reference/ completion certificate from clients on the Clients letterhead				

Clause Number	Tender Data						
				indicating the following: name of the project, scope of work, project duration start and completion date, value of the project, client representative responsible for the project, client email address and contact details.			
	5	**Quality Management System Certificate**	A **Maximum of 10 points** will be allocated to professional services provider with relevant previous experience on completed projects of a similar nature.	ISO 9001:2015 Certification excluded	0	10	
				ISO 9001:2015 Certification included	5		

The Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience and expertise to undertake a project of this nature. It is therefore required that the tenderer provide *certified appointment and supporting client reference letters* of relevant similar recent projects executed for RSA organs of State, e.g. national or provincial governments carried out in the past 10 years.

PERSONNEL REQUIREMENTS

Information regarding the key person (project leader) and supporting personnel who will be involved in the project must be provided in the proposal using the prescribed forms. The Service Provider's Project Leader shall be permanently employed staff of the Service Provider; while other key persons may be subcontracted.

The Service Provider must ensure that the minimum qualifications of the Project and Quality manager and Bridge Inspector are:

- Must be a Registered Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA)
- Certified Bridge Inspector" means a person issued a COTO compliant certificate, stating that he is a certified bridge inspector. A Certified Bridge Inspector may inspect bridges or culverts.
-

The Service Provider must ensure that the minimum qualifications of the Bridge and Culvert inspector are:

- Certified Bridge Inspector" means a person issued a COTO compliant certificate, stating that he is a certified bridge inspector. A Certified Bridge Inspector may inspect bridges or culverts.
- Certified Culvert Inspector" means a person issued a COTO compliant certificate stating that he is certified Culvert Inspector. A Certified Culvert Inspector may inspect culverts but not bridges.

NOTE:

Clause Number	Tender Data
	The bidders must submit a comprehensive methodology including bridge condition assessment, defect classification, QA/QC procedures, risk assessment, digital reporting systems, and compliance with COTO standards

Standard Conditions of Tender as contained in SANS 10845-3: 2015 Edition 1

Standard Conditions of Tender

1 Scope

This part of ISO 10845 sets out standard conditions of tender which

a) bind the employer and tenderer to behave in a particular manner,

b) establish what a tenderer is required to do in order to submit a compliant tender,

c) make known the evaluation criteria to tenderers, and

d) establish the manner in which the employer conducts the process of offer and acceptance and provide the necessary feedback to tenderers on the outcomes of the process.

This part of ISO 10845 is intended for use in procurements relating to goods, services and construction works and disposals other than by auction.

NOTE 1 Annex A contains commentary on the clauses in this part of ISO 10845. Annex B provides guidance on how to develop the tender data for a procurement document using this part of ISO 10845.

NOTE 2 ISO 10845-2 establishes the manner in which procurement documents should be formatted and compiled. The standard conditions contained in this part of ISO 10845 may by reference be incorporated in procurement documents formatted and compiled in accordance with the provisions of ISO 10845-2.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

2.1 bill of quantities

document that lists the items of work and the quantities and rates associated with each item to allow contractors to be paid, at regular intervals, an amount equal to the agreed rate for the work multiplied by the quantity of work completed

[ISO 10845-1:2010, definition 3.3]

2.2 bond

sum of money or securities submitted to the employer or placed in the hands of a third party to guarantee completion of the work and recovery of the sums which the contractor would be recognized as owing under the terms of the contract

NOTE Adapted from ISO 6707-2:1993, definition 3.5.4.

2.3 comparative offer

tenderer's financial offer after all tendered parameters that can affect the value of the financial offer have been taken into consideration to enable comparisons to be made on a comparable basis.

2.4 conflict of interest

any situation in which someone in a position of trust has competing professional or personal interests which make it difficult for him to fulfil his duties impartially, an individual or organization is in a position to exploit a professional or official capacity in some way for his personal or for corporate benefit, or incompatibility or contradictory interests exist between an employee and the organization which employs that employee

[ISO 10845-1:2010, definition 3.8]

2.5 contract data

document that identifies the applicable conditions of a contract and states the associated contract-specific data.

[ISO 10845-1:2010, definition 3.10]

2.6 corrupt practice

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.

NOTE Adapted from ISO 10845-1:2010, definition 3.13.

2.7 employer

person or organization intending to or entering into a contract with the contractor for the provision of goods, services, or engineering and construction works.

[ISO 10845-1:2010, definition 3.17]

2.8 form of offer and acceptance

document that formalizes the legal process of offer and acceptance

[ISO 10845-2:2011, definition 2.15]

2.9 form of securities

document that provides for the securities required by the employer.

[ISO 10845-2:2011, definition 2.16]

2.10 fraudulent practice

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

NOTE Adapted from ISO 10845-1:2010, definition 3.20.

2.11 joint venture

grouping of two or more contractors acting as one legal entity, where each is liable for the actions of the other.

[ISO 6707-2:1993, definition 3.4.22]

2.12 organization

company, firm, enterprise, association, or other legal entity, whether incorporated or not, or a public body

[ISO 10845-1:2010, definition 3.23]

2.13 quality

totality of features and characteristics of a product or service that bears on the ability of the product or service to satisfy stated or implied needs.

[ISO 10845-1:2010, definition 3.35]

2.14 returnable document

document that a tenderer is required to complete and submit to the employer as part of his tender submission.

[ISO 10845-2:2011, definition 2.22]

2.15 scope of work

document that specifies and describes the goods, services, or engineering and construction works which are to be provided, and any other requirements and constraints relating to the manner in which the contract work is to be performed.

[ISO 10845-1:2010, definition 3.37]

2.16 tender data

document that establishes the tenderer's obligations in submitting a tender and the employer's undertakings in administering the tender process and evaluating tender offers

[ISO 10845-1:2010, definition 3.45]

2.17 tender offer

written offer for the provision of goods, or to carry out a service or engineering and construction works under given conditions, usually at a stated price, and which is capable of acceptance and conversion into a binding contract.

[ISO 10845-1:2010, definition 3.46]

2.18 tenderer

person or organization that submits a tender offer.

[ISO 10845-1:2010, definition 3.47]

3 General requirements

3.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the standard conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in Clauses 4 and 5, in a timely manner and with integrity, behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anti-competitive practices.

The employer and the tenderer, and all the 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.

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.

NOTE 1 A conflict of interest can arise due to a conflict of roles which can provide an incentive for improper acts in some circumstances or positions. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in said circumstance or position, even if no improper acts result.

NOTE 2 Conflicts of interest with respect to 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 can in any way affect any decisions taken.

3.2 Tender documents

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

3.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the standard conditions of tender in this part of ISO 10845.

The standard conditions of tender contained in this part of ISO 10845, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

3.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded, and in the language stated in the tender data. 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.

3.5 Employer's right to accept or reject any tender offer.

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

The employer may not, subsequent to

The cancellation or abandonment of a tender process or the rejection of all responsive tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

3.6 Procurement procedures

3.6.1 General

Unless otherwise stated in the tender data, a contract shall, subject to 5.13, be concluded with the tenderer who, in terms of 5.11, 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.

4 Tenderer's obligations

The tenderer shall comply with the following obligations.

4.1 Eligibility

4.1.1 Submit a tender offer

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

4.1.2 Notify the employer

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 before the closing time for tenders.

4.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer does 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.

4.3 Checking documents

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

4.4 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.

4.5 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 incorporated into the tender documents by reference.

4.6 Acknowledging addenda

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

4.7 Clarification meeting

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

4.8 Seeking clarification

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

4.9 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.

4.10 Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data.

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

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.

State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.

NOTE The contract data can provide for part payment in other currencies.

4.11 Alterations to documents

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

Do not make erasures using masking fluid.

4.12 Alternative tender offers

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.

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

4.13 Tender submissions

4.13.1 General submission requirements

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

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.

Submit

a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and

b) the parts communicated electronically in the same format as they were issued by the employer.

4.13.2 Signatures

Sign the original and all copies of the tender offer where required in terms of the tender data.

State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

NOTE The employer holds all authorized signatories liable on behalf of the tenderer.

4.13.3 Tender securities

Submit, as required as part of the tender submission, a tender security from a bank or insurer that is in a strong enough commercial position to carry such security in the name of the tenderer, or in the names of each of the members of a joint venture, in the amount, for the period and in the form specified in the tender data.

4.13.4 Inclusion of certificates

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

4.13.5 Sealing of documents

Seal the original and each copy of the tender offer as separate packages, marking the packages as “ORIGINAL” and “COPY”. Unless otherwise specified in the tender data, seal the “ORIGINAL” and “COPY” packages in a single package and state on the outside of such package the employer's address and identification details specified in the tender data, as well as the tenderer's name and contact address.

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 “NON-FINANCIAL PROPOSAL”. State on the outside of each envelope the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. 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 specified in the tender data.

4.13.6 Employer's acceptance of tender submissions

Accept that the employer does 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.

Accept that the employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless otherwise stated in the tender data.

4.14 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 being non-responsive.

4.15 Closing time

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. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of ISO 10845 apply equally to the extended deadline.

4.16 Tender offer validity

4.16.1 Period of validity

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.

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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.

4.16.2 Withdrawal of tenders

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.

Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 4.13 with the packages clearly marked as “SUBSTITUTE”.

4.17 Clarification of tender offer after submission

Provide clarification of a tender offer during the evaluation of tender offers, in response to a request from the employer to do so.

NOTE Such clarifications can 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.

4.18 Other material

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 being non-responsive.

Dispose of samples of materials provided for the employer's evaluation.

4.19 Inspections, tests and analysis

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

4.20 Submitting securities, bonds, policies, etc.

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

4.21 Checking final draft

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

4.22 Returning other tender documents

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

5 Employer's undertakings

The employer shall carry out the following undertakings.

5.1 Responding to requests from the tenderer

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

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 pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process.

Deny any such request if, as a consequence,

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to comply with any of the collective or individual qualifying requirements,

b) the new partners to a joint venture were not pre-qualified 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 pre-qualification process.

5.2 Issuing 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, unless otherwise notified in the tender data, three working days before the tender closing time stated in the tender data.

If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.

5.3 Returning 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.

5.4 Opening of tender submissions

Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers 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 are not opened.

Announce at the meeting held immediately after the receipt 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 the tenderer's prices, preferences claimed and time for completion, for the main tender offer only.

Make available, upon request, to all interested persons the record of tender parameters that are announced in respect of each tender received.

5.5 Two-envelope system

Where stated in the tender data that a two-envelope system has been followed, open only the non-financial 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.

Evaluate the non-financial 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 are to be opened.

Open only the financial proposals of tenderers who, in the quality evaluation score, have more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the non-financial proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose non-financial proposals failed to achieve the minimum number of points for quality.

5.6 Non-disclosure

Do not disclose to tenderers, or to any 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.

5.7 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 said tenderer's offer) if it is established that the tenderer engaged in corrupt or fraudulent practices.

5.8 Test for responsiveness

Determine, after opening and before detailed evaluation, whether each tender offer that was properly received.

a) complies with the requirements of the standard conditions of tender in this part of ISO 10845,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,

e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or

f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

5.9 Arithmetical errors, omission and discrepancies

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.

Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 5.11 for

a) the gross misplacement of the decimal point in any unit rate,

b) omissions made in completing the pricing schedule or bill of quantities, or

c) arithmetical errors in

    1) line-item totals resulting from the product of a unit rate and a quantity in bill of quantities or schedules of prices, or

    2) the summation of the prices.

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.

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

d) If a bill 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.

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of errors in the required manner.

5.10 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.

5.11 Evaluation of tender offers

5.11.1 General

Appoint an evaluation panel to evaluate submissions. Ensure that not less than three persons evaluate quality in terms of 5.11.9.

Reduce each responsive tender offer to a comparative offer and evaluate submissions using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

5.11.2 Method 1: Financial offer

In the case of a financial offer

a) rank tender offers from the most favourable to the least favourable comparative offer, and

b) recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest ranked tender, and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.3 Method 2: Financial offer and quality

In the case of a financial offer and quality,

a) score each tender in respect of the financial offer made and quality offered in accordance with the provisions of 5.11.7 and 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,

b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9,

c) rank tender offers from the highest number of tender evaluation points to the lowest, and

d) recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.4 Method 3: Financial offer and preferences

In the case of a financial offer and specific goals

a) score each tender in respect of the financial offer made and the preferences claimed, if any, in accordance with the provisions of 5.11.7 and 5.11.8,

b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7.

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8,

c) rank tender offers from the highest number of tender evaluation points to the lowest, and

d) recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences

a) score each tender in respect of the financial offer made, the preference claimed, if any, and the quality offered in accordance with the provisions of 5.11.7 to 5.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any,

b) calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

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

where

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 5.11.8,

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9,

c) rank tender offers from the highest number of tender evaluation points to the lowest, and

d) recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, in which case the process set out in this subclause shall be repeated.

5.11.6 Decimal places

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

5.11.7 Scoring financial offers

Score the financial offers using the following formula:

$N_{FO} = W_1 \times A$

where

N_{FO} is the number of tender evaluation points awarded for the financial offer;

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the relevant formula described in Table 1, as stated in the tender data.

Table 1 — Formulae for calculating the value of *A*[a]

Formula number	Basis for comparison	Formula
1	Highest price or discount	P/P_m
2	Lowest price or percentage commission or fee	P_m/P
P_m is the comparative offer of the most favourable comparative offer.		

P is the comparative offer of the tender offer under consideration.

5.11.8 Scoring preferences

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

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

5.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data.

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

$$N_Q = W_2 \ x \ S_0/M_S$$

where

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data;

S_0 is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission.

5.12 Insurance provided by the employer

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

5.13 Acceptance of a tender offer

Accept a tender offer should it be considered not to present any unacceptable commercial risk, only if the tenderer

a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate the possession of the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being liquidated, does not have affairs administered by a court or a judicial officer, does not have suspended business activities, or is subject to legal proceedings with respect to 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.

5.14 Preparing contract documents

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 during the process of offer and acceptance.

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

5.15 Completing adjudicator's contract

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

5.16 Notice to successful and unsuccessful tenderers

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

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

5.17 Providing 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.

5.18 Returning of tender securities

Return tender securities to the successful tenderer and unsuccessful tenderers before the expiry period stated in the tender data or in the tender security.

5.19 Providing written reasons for actions taken

Provide, upon request, written reasons to tenderers for any action that is taken in applying any of this part of ISO 10845 but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers and respondents or which might prejudice fair competition between tenderers.

PART T2 RETURNABLE SCHEDULES

TENDER No PWR 84/25

FOR

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

SECTION CONTENTS

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T2.2 Returnable Schedules 37

T2.1 List of Returnable Documents

The tenderer must complete the following returnable schedules:

Documents Ref.	Description	Action	Tick if completed
Returnable Forms			
A1	ATTENDANCE AT CLARIFICATION MEETING	Complete	
A2	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Complete	
A3	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER	Complete	
A4	SCHEDULE/RECORD OF ADDENDA TO TENDER DOCUMENTS	Attach	
A5	TAX CLEARANCE COMPLIANCE PIN	Complete	
A6	CERTIFICATE OF INSURANCE COVER	Complete	
A12	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE.	Complete	
A13	ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS	Complete	
A14	COPIES OF COMPANY REGISTRATION DOCUMENTS	Complete	
B1	RELEVANT SIMILAR TENDERER EXPERIENCE	Complete	
B2	COTO CERTIFIED KEY PERSONNEL	Complete	
B3	QUALITY MANAGEMENT SYSTEM CERTIFICATION	Attach	
B4	DRAFT HEALTH AND SAFETY PLAN	Attach	
B5	DRAFT QUALITY PLAN	Attach	
C1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (Incl SBD 6.1)	Complete	
C1.1	FORM OF OFFER AND ACCEPTANCE	Complete	
F1	SBD 4: DECLARATION OF INTEREST	Complete	
Information Required for Evaluation Purposes			
	PROPOSED TECHNICAL METHODOLOGY AND APPROACH	Attach	
	COMPANY COIDA	Attach	
	Proof of Address , lease agreement, municipal rates etc.	Attach	
	BBBEE Certificate or Affidavit	Attach	

Notes to tenderer:

1. **Returnable schedules have been separated into the following categories:**
   - **Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A-F)**
   - **A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)**
2. **Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.**
3. **Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.**
4. **Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under subclause 9.2 of the General Conditions of Contract to terminate the contract.**
5. **These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorised signatory.**

TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE

T2.2 Returnable Schedules

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FORM A1: ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. **Tenderers are encouraged to attend the compulsory clarification meeting. And they must ensure that suitably qualified or experienced personnel attend the meeting.**

2. **Tenderers must ensure that those who attend the meeting on their behalf complete the official attendance register. Attendees must fill in the tenderers' names and contact details and they must sign the register.**

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

1. **The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.**

2. **In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:**

   - **authority for signatory,**
   - **undertaking to formally enter into a joint venture contract should an award be made to the joint venture,**
   - **name of designated lead member of the intended joint venture, as required by tender condition 4.13.2**

3. **The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.**

Proforma

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

Mr/Ms ..... ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

and any contract which may arise therefrom on behalf of ***(enter name of tenderer in block capitals)***

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

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

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESS: ....
SIGNATURE SIGNATURE

.....
NAME (PRINT) NAME (PRINT)

FORM A3: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

Notes to tenderer:

1. **The postulated tender MUST be priced.**
2. **When submitting an alternative tender (including an alternative contract period), the contents of notes 5 and 6 under "Notes to tenderer" under Part T2: Returnable Schedules, shall be followed.**
3. **In addition, condition 4.12 of part T1.2: Tender Data, shall be followed when submitting an alternative/qualifying tender.**

Page	Description

SIGNED ON BEHALF OF TENDERER: .....

FORM A4: SCHEDULE/RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE TENDERER: .....

FORM A5: TAX CLEARANCE COMPLIANCE

SBD 2

It is a condition of the tender that the taxes of the successful tenderer must be in order and therefore, the following information are required.

1. The tenderer must attach a full updated CSD certificate to this form.

2. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate CSD Certificate.

3. The tenderer can also supply the Employer with his unique security personal identification number (PIN) in order for the Employer to verify his tax compliance.

SIGNED ON BEHALF OF THE TENDERER: ……

FORM A6: CERTIFICATE OF INSURANCE COVER

The tender should:

1. **Provide Certificate of insurance cover not less than R10 million to be submitted with tender. Upon appointment, the tenderer will revise their PI insurance to amount twice their appointed amount.**

2. **In the event of the tenderer being a Joint Venture/consortium the details of the individual members must also be provided.**

i. Name of Tenderer: .....

i. Period of Validity: .....

ii. Value of Insurance:

- Professional Indemnity (for each and every case)

  Company: .....

  Value: .....

- General public liability

  Company: .....

  Value: .....

- Third party liability

  Company: .....

  Value: .....

SIGNED ON BEHALF OF THE TENDERER: ……

FORM A12: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE.

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database (www.treasury.gov.za). In the case of a joint venture (JV), the tenderer shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Consultant:……..

Central Supplier Database Supplier Number: ……

Supplier Commodity: ……..

Delivery Location: ……

FORM A13: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page **original certified** copies of the directors / members trustee's identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Failure to submit the required documentation in the prescribed format will render the tenderer's offer non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM A14: COPIES OF COMPANY REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

CK1: Founding Statement for a Close Corporation.
CK2: Amended founding statement for a Close Corporation.
CM1: Certificate of Incorporation for a company.
CM2: Memorandum of Association for a company.
CM9: Certificate of Change of name for a company.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM B1: RELEVANT SIMILAR TENDERER EXPERIENCE

Notes to tenderer:

The tenderer shall provide a list of relevant similar recent project experience executed for RSA organs of state, e.g. national, provincial or municipal governments. This information is required to claim the technical points as described in T1.2 Tender Data section 5.11.10.

Employer (Name, Tel or email)	Details of Project	Value of Work (Fees)	Year (from to year)

Additional pages can be attached to this page

SIGNED ON BEHALF OF THE TENDERER: .....

FORM B2: COTO CERTIFIED KEY PERSONNEL

Notes to tenderer:

The tenderer must supply the Names and details of the persons that will undertake the inspections.

To comply with T.2 Tender data clause 4.1.1 a minimum of 1 Project Manager (Quality Control Manager / COTO accredited Bridge Inspector), 2 COTO accredited Bridge and 2 COTO accredited Culvert Inspectors must be supplied.

The Project Manager can also fulfil the role of one of the COTO accredited Bridge Inspectors.

No.	Inspector's Name	Identity Document Number	COTO Certificate Number	Copy of COTO Certificate Attached (Y/N)
Project Manager / Quality Control Manager / COTO accredited Bridge Inspector				
1				
COTO Accredited Bridge Inspectors (2 Number)				
2				
3				
COTO Accredited Culvert Inspectors (2 Number)				
4				
5				

SIGNED ON BEHALF OF THE TENDERER: .....

FORM B3: QUALITY MANAGEMENT SYSTEM CERTIFICATION

Notes to tenderer:

The tenderer to attach a copy of ISO 9001:2015 Certification to this page.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM B4: DRAFT HEALTH AND SAFETY PLAN

Notes to tenderer:

The tenderers shall submit, together with their tenders, a draft Health and Safety Plan for the execution of the work. The plan shall demonstrate the Tenderer's safety planning and shall, as a minimum, address the following aspects under the headings listed below:

1. Safety precautions for inspections.
2. Safety procedures for conducting inspections, including safe work method statements.
3. Emergency procedures in the event of an incident.
4. Compliance with the applicable requirements of OHSA

The Employer and/or the Employer's Agent will assess the draft Health and Safety Plan and advise the successful tenderers of its acceptability and any shortcomings identified. The Service Provider shall then revise the plan to the satisfaction of the Employer before commencing any inspections.

The draft Health and Safety Plan shall be submitted as a separate document.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM B5: DRAFT QUALITY PLAN

Notes to tenderer:

Tenderers shall submit, together with their tenders, a draft Quality Control Plan for the execution of the work. The plan shall demonstrate the Tenderer's approach to quality control and shall, as a minimum, address the following aspects under the headings listed below:

1. Quality control planning for inspections.
2. Quality control procedures during the execution of inspections.
3. Record-keeping to demonstrate compliance with quality control requirements during and after the execution of inspections

.

The Employer will assess the draft Quality Control Plan and advise the successful Service Provider of its acceptability and any shortcomings identified. The Service Provider shall then update the plan to the satisfaction of the Employer before commencing any inspections.

The draft Quality Control Plan shall be submitted as a separate document.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM C1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

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

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

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**

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

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	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the Department)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	**Enterprises owned by black persons – (minimum ownership 51%)**	**6**	
	Women	**6**	
	(Locality) Enterprises must have an active office within the North West province	**8**	
	MAX POINTS	**20**	

4.3. Enterprises owned by black people (HDI), or women, or people with disabilities (minimum ownership = 51% for the below designated groups)- Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

4.4. Locality – As proof attach the following:

a) A lease agreement with a property owner located in that municipality / township or

b) Municipality rates invoice in the name of the company issued within three months, or

c) An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where no municipality rate invoices are not available, showing the township name and ERF number of physical address

DECLARATION WITH REGARD TO COMPANY/FIRM

4.5. Name of company/firm…….

4.6. Company registration number: ……...

4.7. 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]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

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

…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: …….
DATE: ……
ADDRESS: …… …… …… ……

FORM F1: BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

2.2Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process

[1] 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.

except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

…… ……

Signature Date

…… ……

Position Name of bidder

public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

TRANSPORT INFRASTRUCTURE

Tel.: +27 (18) 388 1395/2045
Fax: +27 (18) 387 1395
Website: www.nwpg.gov.za/public

PART 2

THE CONTRACT

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PART C1: AGREEMENT AND CONTRACT DATA

TENDER No. PWR 84/25 **CIDB Category 8CE**

FOR

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

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C1.1 Form of Offer and Acceptance

This document formalises the legal process of offer and acceptance. It contains:

a) the offer to provide the engineering and construction works for a price, or in accordance with the terms of the financial proposal made;
b) confirmation from the Employer that he accepts the tender offer following his tender evaluation, and that a contract therefore exists; and
c) a schedule of deviations, which records any, agreed changes to the documentation that may occur during the process of offer and acceptance.

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: Contract No: **PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)**

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

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

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

……..

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

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

Signature(s) ……

Name(s) ……

Capacity ……

for the tenderer ……
(Name and address of organization)

Name & signature of witness

…….. Date …….

CIDB Registration Number ……

Acceptance

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

The terms of the contract, are contained in:

Part C.1 Agreements and Contract Data, (which includes this agreement)
Part C.2 Pricing data
Part C.3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now 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 ……

Capacity ……

for the Employer ……...
(Name and address of organization)

Name & Signature of witness …… 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 foresaid 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 _____

6 **Subject** _____

Details _____

7 **Subject** _____

Details _____

8 **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(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

[Name and address of organisation]

Name and signature of witness _____ Date _____

FOR THE EMPLOYER:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

[Name and address of organisation]

Name and signature of witness _____ Date _____

PART C2 PRICING DATA

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C2.1: PRICING INSTRUCTION

PREAMBLE TO THE PRICING SCHEDULE

a. The Pricing schedule (Part C2.2C Activity Schedule/ Bill of Quantities) includes estimated hours for a range of personnel covering the various tasks in the project. For the purposes of this schedule, the following words shall have the meanings assigned to them:

- **Unit** : The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
- **Quantity** : The number of units of work for each item.
- **Rate** : The payment required per unit of work executed.
- **Amount** : The product of the quantity and the tendered rate.
- **Lump Sum** : An amount tendered for an item, the extend of which is described in the pricing schedule, the specifications or elsewhere, but of which the quantity of work is not measured in units.
- **Prov. Sum** : (Provisional Sum): An amount allowed for an item, the exact extent of which is currently unknown. Such amounts are under the sole discretion of the Employer and can only be expended following a specific instruction from the Employer.
- **Percent** : Mark-up percentage applied to an item.
- **No** : The number of items to which a rate is applied.
- **PC Sum** : (Prime Cost Sum): an allowance for the supply of work or materials to be provided by a contractor or supplier. The allowance is independent of any mark-up or labor by the Consultant.

b. This Pricing Schedule forms part of the contract documents and must be read in Conjunction with all the other documents comprising the contract documents.

c. The estimated hours, disbursement quantities and provisional sums set out in the Pricing Schedule are approximately value only. The values of work finally accepted and certified for payment and not values given in the Pricing Schedule will be used to determine payments to the Consultant.

d. The validity of the contract shall in no way be affected by differences between the values in the Pricing Schedule and values finally certified for payment.

e. The hourly rates, disbursement, sums, lump sums and rate only items shall include full Compensation for support staff (topics, filing etc.), overheads, profits, incidentals, tax (other than VAT), etc.

f. The bidder shall fill in on hourly rate or disbursement rate for each item where provision is made for it. Items against which no rate has been entered in the tender will not be paid for when the work is executed.

g. Bidders shall not enter "included" against any item, nor shall be grouped together and a single amount entered if a tender wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of Tender Data Paragraph F2.12.

h. The bid hourly and disbursement rates shall be irrespective of any change in the quantities during the execution of the contract.

i. The value of work or provisional sums stated in the Pricing Schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the consultant.

j. The value of work or provisional sums in the Pricing Schedule shall not be regarded as authorization for the consultant to engage sub-consultants or to execute work. The consultant shall obtain the Employer's approval prior to execute work or making arrangements in this regard.

k. The short descriptions of the payment items in the Pricing Schedule are given to identity the items and to provide specific details.

l. The hourly rates and disbursement rates filed in by the bidder in the Pricing Schedule shall be final and bidding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the bid sum and the correctly extended and totalled Pricing Schedule, the rates will be regarded as being correct.

m. The Employer shall have the right to make adjustments to the bid sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the consultant in making adjustments to the bid sum but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the bid sum will take places prior to the signing of the contract. In their own interest bidders must make certain of the correctness of their tendering rates, the extensions and the tender sum.

n. A bid may be rejected if the hourly rates or adjustment rates (or hour quantities where no such quantities are provided) for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The bidder will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates (or hours where not provided in the Pricing Schedule) for the relevant items.

o. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of cent shall be discarded.

p. The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in Section C3: Scope of Services included in this project document.

q. The rates tendered for lump sum items shall be adjusted annually using CPI as published by S tats SA for the RSA.

r. The bidder should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and hardware will be entered and should be included within the rates tendered.

public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Modiri Molema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

TRANSPORT INFRASTRUCTURE

Tel.: +27 (18) 388 1395/2045
Fax: +27 (18) 387 1395
Website: www.nwpg.gov.za/public

C2.2 PAYMENT MEASUREMENT ITEMS

C2.2.1 PAYMENT MEASUREMENT ITEMS AS LISTED IN INSPECTION PACKAGES

ESTABLISHEMENT

Item	Description	Unit
1001	Establishment and de-establishment of personnel and equipment on site	No.

The unit of measurement shall be the number (No) of bridges and culverts inspected. The rate tendered must include for establishment and shall include for establishing inspection personnel and needed equipment (including the purchase or hire of any equipment such as the geo-tagged camera. If purchased this equipment shall remain the property of the contractor when the work is complete). The rate shall also cover travelling costs and travelling time to the package of bridges and major culverts to be inspected. The rate shall also include all costs and profits related to verification of the exact number of bridges and major culverts along routes forming part of the package of structures to be inspected. The rate shall also include the attendance of the calibration workshop

The amount tendered will be paid based on actual number of structures inspected, submitted as specified and verified.

INSPECTIONS

Item	Description	Unit
1002	Bridge Units	No

The unit of measurement shall be the number (No) of specified bridges inspected regardless of the size and type of bridge. The rate shall include for undertaking the inspection, taking of photographs for both inventory and defects. The rate shall also include for the relevant data capture into the contract specified database by internet of a particular bridge. Payment may be claimed once a bridge data has been submitted and successfully uploaded onto the contract specified database and locked against further changes (committed). The rate shall include for producing the structure definition sketch. The rate tendered shall remain fixed regardless of how much the actual quantities may differ from what is stated in the schedule. Payment will only be for actual bridges inspected.

Item	Description	Unit
1003	Major Culverts	No

The unit of measurement shall be the number (No) of major culverts inspected. The rate shall include for the field inspection, taking of photographs for both inventory and defects of a major culvert regardless of its length or the number of barrels. The rate shall also include for the relevant data capture into the contract specified database by internet of a particular culvert. The rate shall include for producing the structure definition sketch. Payment may be claimed once a major culvert data has been successfully uploaded onto the contract specified database and locked against further changes (committed). The rate tendered shall remain fixed regardless of how much the actual quantities may differ from what is stated in the schedule. Payment will only be for actual major culverts inspected. Culverts that are not major culverts shall not be inspected and will not be paid for

Item	Description	Unit
1004.	Security	Sum

The unit of measurement shall be the number (No) of bridges and culverts inspected. The rate tendered must include for all costs related to Security required to complete Structure Inspections. It is envisioned that security is not required in many cases, however there are areas where structures that require inspection are situated in high crime areas and presence of security personnel or measures are required in order to complete the inspections safely. It is the prerogative of the tenderer to decide what measures are required and necessary. it is recommended that the location of the inspection package be considered when pricing this item.

The rate tendered must include full compensation for accompaniment to structure inspections by security guards, including any travel, transport, meal, or accommodation costs for said personnel, or any other security measure required to complete inspections safely. Where security guards accompanied inspector, relevant photographic proof of the security guard next to the structure number will need to be provided for each structure before payment.

The Client will not allow for non-completion, or extension of time of inspections due to security related issues. The amount tendered will be paid based on actual number of structures inspected, submitted as specified and verified.

C2.3 PRICING SCHEDULE

Region	Item	Description	Unit	Qty	Unit Rate	Total
Dr Kenneth Kaunda Year 27/28	1001	Establishment and de-establishment of personnel and equipment on site	No	285		
	1002	Bridges	No	81		
	1003	Major Culverts	No	204		
	1004	Security	No	285		
					Sub-Total A	

Region	Item	Description	Unit	Qty	Unit Rate	Total
Ngaka Modiri Molema Year 27/28	1001	Establishment and de-establishment of personnel and equipment on site	No	291		
	1002	Bridges	No	81		
	1003	Major Culverts	No	210		
	1004	Security	No	291		
					Sub-Total B	

Region	Item	Description	Unit	Qty	Unit Rate	Total
Bojanala Platinum Year 28/29	1001	Establishment and de-establishment of personnel and equipment on site	No	476		
	1002	Bridges	No	163		
	1003	Major Culverts	No	313		
	1004	Security	No	476		
					Sub-Total C	

Region	Item	Description	Unit	Qty	Unit Rate	Total
Dr Ruth Segomotsi Mompati Year 29/30	1001	Establishment and de-establishment of personnel and equipment on site	No	159		
	1002	Bridges	No	47		
	1003	Major Culverts	No	112		
	1004	Security	No	159		
					Sub-Total D	

Summary of Schedule			
Region	Dr Kenneth Kahunda	Sub Total A	
	Ngaka Modiri Molema	Sub Total B	
	Bojanala Platinum	Sub Total C	
	Dr Ruth Segomotsi Mompati	Sub Total D	
		Sub Total	
		15% VAT	
		Total	

SIGNED ON BEHALF OF THE TENDERER: .....

PART C3 SCOPE OF WORK

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C3.1 PROJECT SCOPE OF WORKS

TENDER No PWR 84/25 **CIDB Category 8CE**

FOR

PWR 84/25- BRIDGE CONDITION ASSESSMENT ON THE NORTH WEST PROVINCIAL ROAD NETWORK, ON BASIS OF AS-AND-WHEN REQUIRED FOR A PERIOD OF THREE YEARS (36 MONTHS)

C3.1.1 GENERAL

The scope of the engineering consultant's work as required by the North West Department of Public Works and Roads requires the services of a suitably experienced Professional Service Provider to undertake the execution of bridge and major culvert inspections attached to the Provincial roads under the custodianship of the North West Province

This is in line with the appointment of the Road Asset Management System programme managers who are tasked with providing specialist services in Project/Programme management coordination and administration of specialised services provided by the sub-consultants.

C3.1.2 SITE INFORMATION

The location of the project is as described in section C3.1.1 above and in Figure 1 below.

There are a total of 1226 structures in the North-West Provinces asset register of which 372 are bridges and 854 are major culverts. The table below is a summary of the bridges and major culverts per region.

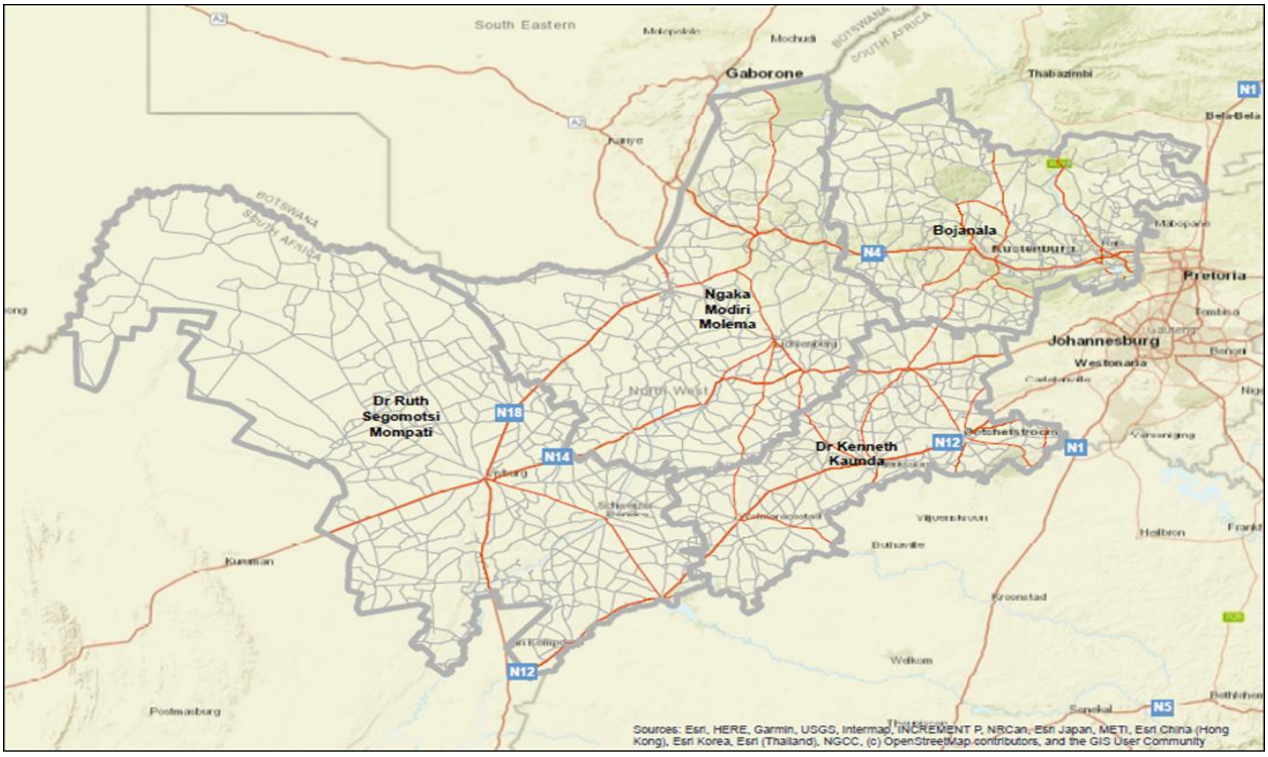


Figure 1: Locality Map

The location structures to be inspected are summaries and grouped per District in the table below. Upon award of the tender, electronic file indicated the co-ordinates of the structure will be provided as an Annexure C.

District Municipality (DM)	Estimated quantities			
	Bridges	Bridges Cellular	Major Culverts	Total
Bojanala Platinum	120	43	313	476
Dr. Ruth Segomotsi Mompati	37	10	112	159
Dr. Keneth Kaunda	73	8	204	285
Ngaka Modiri Malema	63	18	225	291
Totals	293	79	854	**1226**

C3.1.3 THE SCOPE OF WORK

Only bridges and major culverts will be inspected. Any other structures that are inspected will not be paid. Both bridges and major culverts must be checked against definitions as per the latest version of the TMH 19 (August 2020 or as advised by the Engineer) and reclassified if required. If bridge and culvert inspectors are different persons, they must coordinate the classification of structures as either bridge or major culverts. Lessor or minor culverts must not be inspected.

Below is a summary of the scope of work.

- Attendance of Calibration Session), to be attended by the full team of key personnel after award of the tender (at a minimum the Senior Bridge Engineer, x2 Bridge Inspector, x2 Major Culvert Inspectors, x2 STRUMAN data capturers shall attend).
- TMH19 Inventory and Visual Condition Assessments using proforma forms in Annexure B
- Data capture in STRUMAN and locked against further changes (committed)
- Submission of deliverables (field forms, monthly reports and final report) provided in Appendix D.
- Implementation of the Health and Safety, as well as Quality Management Plans.

C3.1.4 PERSONNEL REQUIREMENTS

The Principal Inspections of structures will be carried out by a minimum of two persons in a team consisting of a Certified Bridge Inspector and a General Assistant. Major Culvert inspections will be carried out by a minimum of two persons in a team consisting of a Certified Culvert Inspector, or bridge inspector, and a General Assistant. The following are the qualification requirements for inspecting staff:

Certified Bridge Inspector: Shall be a professional engineer or technologist who is a COTO accredited bridge inspector. Proof of certification by means of a copy of the certificate issued is required.

Certified Culvert Inspector: Shall be an engineer or technologist who is a COTO accredited culvert inspector. Proof of certification by means of a copy of the certificate issued is required.

General Assistant: No specific requirements, but it is recommended to use a person with technical background that can assist with the collecting of the relevant information

C3.1.5 EQUIPMENT FOR INSPECTIONS

Although not exhaustive the following equipment is the minimum requirement for inspection for both bridge and major culvert inspections:

- GPS capable of 3m nominal global accuracy. Will measure Longitude & Latitude in Degrees, Minutes
- and Seconds (seconds to 1 decimal) i.e. ddd mm ss. s
- Flashing amber light to attach to roof of car & safety vests.
- Strong Torch for lighting up inside dark areas.
- Gum boots or waders for wading purposes (shallow water only).
- Laser distance measurement device (ultrasound not acceptable)
- Tape measures (metal tapes shall not be used over electrified railway tracks)
- Measurement wheel (for confirming span lengths and total length and width of bridge)
- Crack gauge
- A good quality digital camera (5Mpix minimum capability) with 10 x zoom function. Camera must be geo-tag enabled. All photographic inventory images must be geo-tagged. The camera must be stabilised to ensure that camera shake is eliminated.
- Safety Ve and red flags.

The following additional equipment is required for Bridge Inspections:

- 6m ladder (under no circumstances is the ladder to be used adjacent to electrified railway track)
- Binoculars of good quality. Suggest 7 x 42mm or 8 x 42mm
- A mirror mounted on a pole to inspect bearing from deck level where access to bearings is problematic

C3.2 QUALITY MANAGEMENT PLAN

Quality is intrinsic to the survey's success. It is therefore vital that a high degree of accuracy be obtained. Here, are the two quality components for the Quality Management Plan to be considered by the Service Provider when compiling and implementing their plan.

- Visual Assessment Quality Control
- Visual Assessment Quality Verification and Acceptance

Verification inspections will be carried out by the Client's appointed RAMS Consultant. Where significant difference between the control assessments and those of the consulting firm occur, the consulting firm's inspector shall, at their own cost, reassess these bridges and the other bridges in a group within a time period considered reasonable by the Client and to the satisfaction of the Client

C3.3 HEALTH AND SAFETY PLAN

The Service Provider shall submit a draft Health and Safety Plan for the execution of the work during tender stage. The draft Health and Safety Plan shall provide evidence of the Service Provider's planning regarding the following aspects of health and safety and include at least the following headings:

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

The consultant firm shall at all times ensure that the bridge and major culvert inspectors undertake the inspections in a safe and responsible manner to both their own safety and the safety of others including the road users. The latest regulations as regards the Occupational and Health Safety Act shall be adhered to at all times. Specific care must be taken as to where vehicles are parked as well as inspectors and their assistants crossing railway lines and roads, especially those that have heavy traffic. Inspectors are to so plan their work in heavily trafficked areas to undertake inspections at appropriate times of the day.

In certain cases, it may be necessary for security guards to accompany the inspection team to ensure personal security. With the extent and location of each inspection package provided, the relevant risk profile for each inspection package must be evaluated and the required security measures planned for and included in the pricing for that that inspection package. Where security guards accompanied inspector, relevant photographic proof will need to be provided for each structure.

C3.4 ESTABLISHMENT

Inspectors will be required to establish and de-establish personnel and equipment on site. The cost of this is separated out from the actual bridge and culvert inspections since the number of structures to be inspected per region varies.

The employer accepts no responsibility for any contingency, including accidents, which may occur during the inspection programme. The consultant/contractor in signing the tender indemnifies the Client in this regard. The contractor shall supply the vehicle used during inspections with a rotating amber warning light as well as adequate signs whilst the vehicle is parked in road shoulders or any other position, which may endanger other members of the travelling public. The Inspector carries out all work at his own risk and will be responsible for his own insurance cover including third party cover. He must ensure that the legislated health & safety regulations are always adhered to.

It is expected that inspectors verify that all structures (bridges and major culverts) along a particular route are identified and inspected.

C3.5 TRAVEL AND ACCOMODATION

Inspectors are responsible for their own on-site travel and accommodation arrangements. These costs shall be included in the price tendered under Item 1001.

C3.6 WORK PROGRAMME

The Service Provider(s) shall, within seven calendar days after the Briefing and Calibration Session, present a detailed programme of work for the visual surveys. Monthly submission of progress reports in electronic format to the Employer is a requirement of the Contract. This is to enable the Employer to be always fully aware of progress during the contract period. Failure to provide the progress reports will result in penalties or in the worst case the termination of the services of the Service Provider(s).

The detailed programme shall indicate the structures to be surveyed monthly on the programme. The submitted monthly progress reports will be compared against the programme progress. It is thus expected from a Service Provider to submit a monthly report of progress, delays, reasons for delays, incidents, and the plan for catching up, should the Service Provider be behind programme.

The regions will be inspected in the following financial years, and the table also provides the estimated times lines over the three-year (36 month) contract period.

Region	Inspection Year	Calibration meeting	Field inspection start	Field inspection end	STRUMAN Data Cap. start	STRUMAN Data Cap. end	Final Report and Verification
Dr Kenneth Kaunda	2027/2028	February 2027	March 2027	May 2027	June 2027	August 2027	October 2027
Ngaka Modiri Molema	2027/2028		March 2027	May 2027	June 2027	August 2027	October 2027
Bojanala Platinum	2028/2029		March 2028	May 2028	June 2028	August 2028	October 2028
Dr Ruth Segomotsi Mompati	2029/2030		March 2029	May 2029	June 2029	August 2029	October 2029

C3.7 PAYMENT SCHEDULE AND DELIVERBLE

The amount tendered will be paid based on actual number of structures inspected, submitted as specified and verified. Payment will not be made for those structures that are bridges or major culverts.

C3.8 PENALTIES

Penalties will be applicable for the late completion of the condition surveys, as well as incomplete submission of deliverables.

The full network condition survey, including submission of all deliverables, must be completed by the agreed date, unless specifically extended in writing by the Employer. Failure to complete the survey and submit the deliverables by the agreed date will result in a penalty of R5 000 per day or part thereof for late submission of deliverables. The Service Provider can only claim extension of time on well-motivated reasons, such as delays due to rain, provided that he has documented such delays in his weekly progress reports. ***No claim for extension of time will be accepted if Monthly progress reports were not submitted during the Contract period***.

Penalties/pro rata adjustments will be made for the following:

- No submission of an initial Contract programme;
- No, or late submission of Monthly programmes and progress reports;
- No, or late submission of contract deliverables;

C3.9 ESCALATION IN FEES

CPI Escalation will not apply to this project as the planned inspections per financial year is indicated, and the tenderer must price accordingly.

C3.10 INFORMATION TO BE PROVIDED BY EMPLOYER

The Employer at the calibration workshop will issue the following information:

- A detail list of structures for the Visual Assessment.
- A Visual Assessment Manual. (Draft TMH19).
- Inventory and Visual Condition Assessments proforma forms.
- A Google earth kmz and .shp file as a map of the structures and locations.
- Monthly report template /structures survey tables.
- Software for inventory and inspection data capturing. Further information will be given to the successful tenderers during the calibration workshop.
- Training course on the use of the capturing software

PART C4 SITEINFORMATION AND ANNEXURES

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ANNEXURE A

LIST OF STRUCTURES WITH CO-ORDINATES, REGIONS, ROAD NAMES, KMs etc.

ANNEXURE B

ASSESSMENT PRO FORMA FORMS (To be shared at award of the tender)

ANNEXURE C

MAP OF NORTHWEST PROVINCE SHOWING STRUCTURES LOCATIONS, PAVED AND UNPAVED ROAD NETWORKS INVENTORIED AND INSPECTED UNDER THIS CONTRACT

(A. Google earth kmz and .shp file as the map of the structure location, to be share at award of the tender)

ANNEXURE D

MONTLY REPORT STRUCTURES SURVEY TABLES (To be share at award of the tender)