



## **TENDER T 2023/089**

**THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026**

**Closing date: 11h00 Friday, 11 August 2023**

<b>Name of Tenderer</b>	
<b>Postal Address</b>	..... ..... .....
<b>Telephone number</b>	
<b>E-Mail address</b>	
<b>TOTAL BID PRICE (INCL. VAT) (refer to page 86)</b>	R
<b>COMPLETION PERIOD:</b>	<b>30 June 2026</b>

### **VOLUME 2**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263  
Fax: 086 688 4173

<b>Contents</b>		
<b>Number</b>	<b>Heading</b>	<b>Pages</b>
<b>The Tender</b>		
<b>Part T1: Tendering procedures</b>		
<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>	<b>2 - 4</b>
<b>T1.2</b>	<b>Tender Data</b>	<b>6 - 15</b>
<b>T1.3</b>	<b>Annex C: CIDB Standard Conditions of Tender</b>	<b>16 - 27</b>
<b>Part T2: Returnable documents</b>		
<b>T2.1</b>	<b>List of Returnable Documents</b>	<b>31</b>
<b>T2.2</b>	<b>Returnable Documents</b>	<b>32 - 68</b>
<b>The Contract</b>		
<b>Part C1: Agreement</b>		
<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	<b>71 - 77</b>
<b>C1.2</b>	<b>Contract Data</b>	<b>78 - 80</b>
<b>Part C2: Pricing data</b>		
<b>C2.1</b>	<b>Pricing Assumptions</b>	<b>82 - 84</b>
<b>C2.2</b>	<b>Pricing Schedule: Summary of Quantities</b>	<b>85 - 87</b>
<b>Part C3: Scope of Work</b>		
<b>C3.1</b>	<b>Description of Works</b>	<b>89 - 94</b>

## **T1.1 Tender Notice and Invitation to Tender**

### **T1.1.1 TENDER NOTICE**

Tenders are hereby invited from suitably qualified, experienced and professional service providers for **THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026.**

This tender will be evaluated in terms of the Preferential Procurement Regulations, 2022 that was promulgated by the Minister of Finance on 4 November 2022 in Government Gazette No 47452. Please take note of the responsiveness criteria as stipulated in the tender document.

PROCUREMENT PREFERENCE POINT SYSTEM: 80/20

Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 251.00 per document.

All prospective tenderers must ensure that they are registered and accredited on the CWDM's Supplier Database and National Treasury's Central Supplier Database.

Technical enquiries regarding this bid may be directed to **Mr Francois van Eck** on tel: **086 126 5263**, E-Mail: [francois@capewinelands.gov.za](mailto:francois@capewinelands.gov.za)

Queries relating to the issue of these documents may be addressed to **Ms E Niemand**, Tel No: **0861 265 263**, E- Mail: [elmine@capewinelands.gov.za](mailto:elmine@capewinelands.gov.za)

**Closing date: 11h00 Friday, 11 August 2023**

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

All bids received will be opened in public, late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CWDM reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CWDM does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**HF PRINS**  
**MUNICIPAL MANAGER**

### T1.1.2 INVITATION TO BID – MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE WINELANDS DISTRICT MUNICIPALITY					
Tender number:	T 2023/089	Closing date:	11/08/2023	Closing time:	11h00
Description	THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
<b>SUPPLIER INFORMATION</b>					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
<b><u>SPECIFIC GOALS IN TERMS OF THIS TENDER:</u></b>					
<ul style="list-style-type: none"> <li>50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard</li> <li>50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located</li> </ul>					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]</b>					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier</b> for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Francois van Eck
Telephone number	023 348 2300
E-mail address	francois@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p> <p><b>NB: failure to provide any of the above particulars may render the bid invalid.</b></p> <p><b>No bids will be considered from persons in the service of the state.</b></p>	

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Date: .....



## T1.2: TENDER DATA

---

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

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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

### Clause Wording

#### C.1 General

##### C.1.1 Actions

*Add the following:*

The employer is Cape Winelands District Municipality.

##### C.1.2 Tender Documents

*Add the following:*

The tender documents issued by the employer comprise of those listed in the contents page.

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

The following documents form part of this contract:

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

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

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

**Part T1: Tendering Procedures**

T1.1 *Tender Notice and Invitation to Tender*

T1.2 *Conditions of Tender*

T1.3 *Tender Data*

**Part T2: Returnable Documents**

T2.1 *List of Returnable Documents*

T2.2 *Returnable Schedules.*

**Part C1: Agreement**

C1.1 *Contract Form – Rendering of Services*

C1.2 *Contract Data*

**Part C2: Pricing data**

C2.1 *Pricing Instructions*

C2.2 *Pricing Schedule*

**Part C3: Scope of Work**

C3.1 *Description of Works*

#### **C.1.4 Communication and Employer's Contact**

*Add the following:*

The Employer's agent is: Mr. F. van Eck

Name: Department Technical Services

Address: P.O. Box 100, Stellenbosch, 7599

Attention: Mr F. van Eck

Tel: 023 348 2300

Fax: 023 342 8442

e-mail: francois@capewinelandsgov.za

#### **C.1.6.2 Competitive negotiation procedure**

*Add the following:*

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

#### **C.1.6.3 Proposal procedure using two-stage system**

*Add the following:*

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

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

*Add the following:*

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

- a) Score at least 60% or more in the Functionality evaluation.
- b) Have the minimum requirements as listed in column two of the functionality table for Key Personnel in terms of registration and requirements listed on page 12.

#### **C.2.7 Clarification meeting**

*Add the following:*

No clarification meeting will take place.

#### **C.2.9 Insurance**

*Add the following:*

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

#### **C.2.12 Alternative tender offers**

*Replace with:*

##### **C.2.12.1** No alternative tender offers will be accepted.

#### **C.2.13 Submitting a Tender Offer**

*Add the following:*

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

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

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

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

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



Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600  
Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600  
Identification details: **T 2023/089**

Title of Tender: **THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026.**

**C.2.13** A two-envelope procedure will not be followed.

**C.2.15 Closing time**

*Add the following to clause C.2.15.1*

**C.2.15.1** The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

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

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

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600  
Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600  
Identification details: **T 2023/089**

Title of Tender: **THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026**

**C.2.16 Tender offer validity**

*Add the following to clause C.2.16.1:*

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

**C.2.23 Certificates**

*Add the following:*

The tenderer is required to submit the certificates listed in the Returnable Documents.

**C.2.23.1 Evidence of tax compliance**

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

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

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

**C.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector** unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier). The Tenderer's B-BBEE status as at the closing date for submission of the tender offers will be used for determining preference points for the full duration of the tender.

#### **C.3.4 Opening of tender submissions**

*Add the following:*

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

#### **C.3.5 Two-envelope system**

*Add the following:*

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

#### **C.3.11 Evaluation of tender offers**

*Add the following*

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

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

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

#### **C.3.11.8 Scoring Preferences**

*Add the following:*

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

The points are awarded as follows:

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for Preference (80/10)</b>
1	50% of 20
2	50% of 18
3	50% of 16
4	50% of 12
5	50% of 8
6	50% of 6
7	50% of 4

B-BBEE Status Level of Contributor	Number of Points for Preference (80/10)
8	50% of 2
Non-compliant contributor	0

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

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

#### C.3.11.9 Scoring Functionality (Not Part of Total Tender Evaluation Points)

Replace entire clause F.3.11.9 with the following:

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

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

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

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

## Management System

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

Functionality Criteria	Description: Management System	System capability	Points	Max Points
RRAMS System	The capability of the Management System of the tenderer that will be used to host, analyse and showcase data in a manner that is graphical and understandable. The system should also be able to export standard reports in terms of network management and maintenance.			20
	The management system must have the following capabilities:	No System	5	
	<ul style="list-style-type: none"> <li>The system has an <b>integrated GIS system</b> to which all inventory data are coupled and can be shown geographically.</li> <li>The system is capable to <b>host surfaced (bitumen, block paved, concrete) roads and gravel road</b> information, do analysis as per VCI method to calculate general road link conditions, assign maintenance actions and do costing estimates over a 5-year horizon. The information must be represented in GIS and charts, and print information in previously set-up reports and export information in Excel.</li> <li>The system is capable to <b>host traffic counting</b> information, do analysis of 12- and 18-hour data sets to extract peak hours and calculate AADT values, represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.</li> <li>The system is capable to <b>host bridge and culvert</b> information, analysis not required at this level and info can be imported from other systems, but represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.</li> <li>The system is capable to <b>host traffic sign</b> information, do analysis on condition of sign and poles, with maintenance plan over 5 years, represent info in GIS and charts, and print information in previously set-up reports and export information in Excel.</li> <li>Transfer of data into <b>TMH 18 format</b> as accepted by The Department of Transport.</li> </ul>	Partial system, having some of the listed capabilities but not all	10	
		Full system having all the listed capabilities in one application	20	

**Acceptable proof of the system capabilities must be attached to the document in order to be awarded points. The Cape Winelands District Municipality may request a demonstration of the system before an appointment is made.**

## Proposed Work Plan & Methodology

A proposed work plan must be provided with the tender submission, **Part T2.2 Returnable Schedules: Schedule 6B**, which must be of sufficient detail (but preferably not more than 10 - 15 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome.

For easy of comparing the different bids, the following topics should be discussed in the Proposed Work Plan and Methodology document;

- a) Introduction
- b) Firm capability
- c) Infrastructure data collection
- d) Analysis tools and standards
- e) System set-up and outputs
- f) Human Resources
- g) Risk Management
- h) Project Plan from appointment to 30 June 2026
- i) Project Costing from appointment to 30 June 2026
- j) Exclusions not allowed/priced by the tenderer

The Tenderer may add additional topics to showcase his innovation and state-of-the art approaches, which may assist in scoring higher points.

Functionality Criteria	Description: Proposed Work Plan & Methodology		Max Points
Proposed work plan & Methodology	The tenderer's understanding of the scope of work and challenges it presents to execute the RRAMS within the CWDM. The plan should also outline the methodology the tenderer will use to meet the desired outcomes of the project.		20
	No response	2	
	Only some of the 10 items populated, but not all.	5	
	All of the 10 items populated to a minimum degree with the plan being generic and does not make reference to executing the projects within the CWDM and the surrounding towns where the inspections must be executed.	10	
	All of the 10 items populated and is tailored to address the execution of the project within the CWDM, making specific reference to the area and towns where inspections must be executed.	15	
	All of the 10 items populated and is tailored to address the execution of the project within the CWDM, making specific reference to the area and towns where inspections must be executed. The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge approaches. The proposed work plan details ways to improve the project outcomes and the quality of the outputs.	20	

## Key personnel

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

Functionality Criteria	Description: Key Personnel					Max Points
All of the resources below must be shown on an organogram, showing their interaction with the client, each other and the field staff. CV's, copies of qualifications and registrations must be attached. Bridge inspector certification for the Bridge Engineer and proof of a project management course for the Project Leader must be included.						
Title	Minimum criteria (otherwise regarded as non-responsive)	Rating	Relevant Experience	Points Allocation	Max points per resource	30
Project Leader	Pr Eng / Pr Tech Eng and  Project Management course done in the last 10 years	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	10 7 5 3 1	10	
Asset Management Technical Expert	Pr Eng / Pr Tech Eng and  relevant asset management experience in RRAMS	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	10 7 5 3 1	10	
Pavement Engineer	Pr Eng / Pr Tech Eng and  relevant pavement design experience	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	5 4 3 2 1	5	
Bridge Engineer	Pr Eng / Pr Tech Eng and  Certified COTO or SANRAL bridge inspector and  relevant bridge inspection experience	excellent good acceptable poor non-responsive	>10 years 8-10 years 5-8 years 2-5 years 0-2 years	5 4 3 2 1	5	

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

***The minimum criteria highlighted in column two above will be used to test responsiveness. Please make sure that the whole team satisfy the criteria listed to avoid being declared as non-responsive.***

## Company profile of Relevant Experience

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

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

RRAMS referred to in the above table and in this document, means the Rural Road Asset Management System as being implemented by the Department of Transport as part of its skills development strategies, whereby young engineering graduates are employed to get the required training in much needed road main management and maintenance. The grant is received and managed by District Municipalities, with local municipalities being the beneficiaries of the data. It is not to be confused with any other Road Asset Management appointment, because of its specific requirements. Therefore, points will only be given for the successful completion of RRAMS projects as explained in this paragraph.

## Quality Management System

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

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



### **C.3.13 Acceptance of tender offer**

*Add the following to C.3.13:*

#### **C.3.13.1**

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
  - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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

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

#### **C.3.13.2**

##### **Disputes, objections, complaints and queries**

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

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

#### **C.3.13.3**

##### **Appeals**

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

#### **C.3.13.4**

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

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



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

**C.3.17 Add the following to Clause F.3.17**

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

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

a) conflict of interest means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
  - c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
  - d) fraudulent practice means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

- C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

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

#### **C.1.6.3.2 Option 2**

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

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

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

- C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

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

## **C.2.2 Cost of tendering**

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

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

## **C.2.3 Check documents**

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

## **C.2.4 Confidentiality and copyright of documents**

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

## **C.2.5 Reference documents**

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

## **C.2.6 Acknowledge addenda**

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

## **C.2.7 Clarification meeting**

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

## **C.2.8 Seek clarification**

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

## **C.2.9 Insurance**

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

## **C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **C.2.11 Alterations to documents**

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

## **C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

## **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the

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

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

#### **C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### **C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, tests, and analysis**

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

**C.2.20 Submit securities, bonds, and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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



### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

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

#### **C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

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

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

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

#### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions, and discrepancies**

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

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

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

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

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

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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

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

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

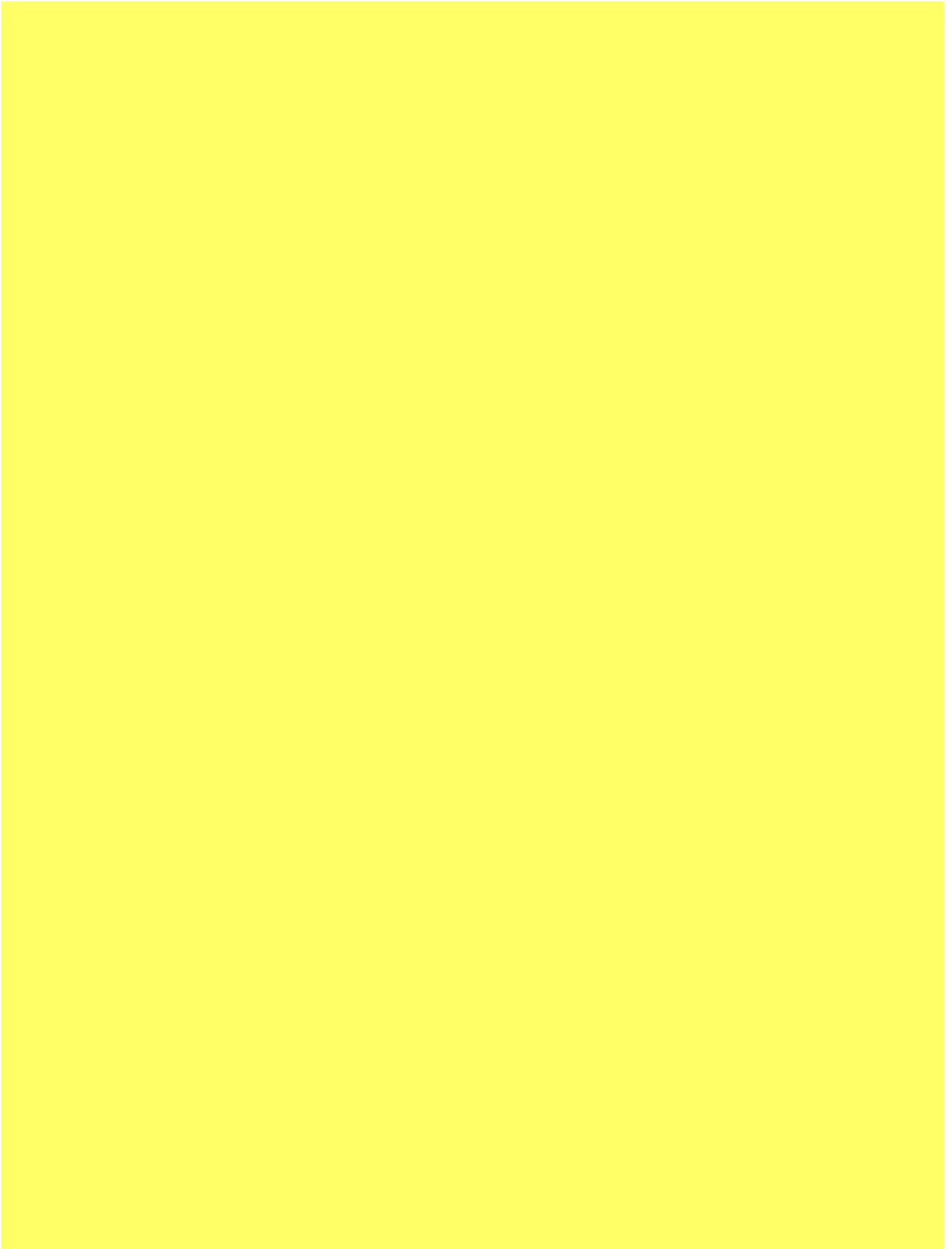
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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



# PART T2: RETURNABLE DOCUMENTS

---

**T.2.1** List of Returnable Documents

**T.2.2** Returnable Schedules

## PART T 2.1: LIST OF RETURNABLE DOCUMENTS

---

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

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

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

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

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



## PART T2.1 List of Returnable Documents

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

Schedule No.	Document	Page
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	33
2	AUTHORITY OF SIGNATORY	35
3	CERTIFICATE OF JOINT VENTURE	36
4	CERTIFICATE OF SOLE PROPRIETOR	37
5	CERTIFICATE OF CLOSE CORPORATION	38
6A	SCHEDULE OF MANAGEMENT SYSTEM	39
6B	SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY	40
6C	SCHEDULE OF KEY PERSONNEL	41
6D	SCHEDULE OF RELEVANT EXPERIENCE	42
6E	SCHEDULE OF QUALITY MANAGEMENT SYSTEM	44
7	SCHEDULE OF BROKEN-DOWN COSTING FOR THE PROJECT	45
8	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	46
9	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	47
10	DECLARATION OF INTEREST (MBD 4B)	48
11	TAX CLEARANCE REQUIREMENTS	53
12	JOINT VENTURE AGREEMENT, IF APPLICABLE	54
13	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	55
14	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	56
15	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	61
16	CERTIFICATE OF INDEPENDENT BID DETERMINATION	63
17	QUESTIONNAIRE	65
18	CREDIT ORDER INSTRUCTION	66
19	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	67
20	PROOF OF B-BBEE CERTIFICATION	68

### Other documents required for tender evaluation purposes

Joint Venture Agreement (if applicable) – append to Schedule 3.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 19.

B-BBEE Verification Certificate – append to Schedule 14.

Proof of Locality – append to Schedule 14.

### Returnable Schedules that will be incorporated into the Contract

13: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENT

20: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE; PROOF OF LOCALITY

## PART T 2.1 Returnable Document checklist

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

Schedule No.	Document	Please tick if enclosed / completed
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
2	AUTHORITY OF SIGNATORY	
3	CERTIFICATE OF JOINT VENTURE	
4	CERTIFICATE OF SOLE PROPRIETOR	
5	CERTIFICATE OF CLOSE CORPORATION	
6A	SCHEDULE OF MANAGEMENT SYSTEM	
6B	SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY	
6C	SCHEDULE OF KEY PERSONNEL	
6D	SCHEDULE OF RELEVANT EXPERIENCE	
6E	SCHEDULE OF QUALITY MANAGEMENT SYSTEM	
7	SCHEDULE OF BROKEN-DOWN COSTING FOR THE PROJECT	
8	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
9	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	
10	DECLARATION OF INTEREST (MBD 4B)	
11	TAX CLEARANCE REQUIREMENTS	
12	JOINT VENTURE AGREEMENT, IF APPLICABLE	
13	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
14	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	
15	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
16	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
17	QUESTIONNAIRE	
18	CREDIT ORDER INSTRUCTION	
19	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
	PROOF OF B-BBEE CERTIFICATION	
	PROOF OF LOCALITY	

## PART T 2.2 Returnable Documents

### SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted. <b>(Failure to do so may result in your bid being disqualified)</b>														
<b>Section 1:</b>	<b>Name of enterprise:</b> .....													
<b>Section 2:</b>	<b>VAT registration number, if any:</b> .....  <b>Has and original and valid TAX clearance certificate been attached under Schedule 2D?</b> <span style="float: right;"><b>Yes / No</b></span>													
<b>Section 3:</b>	<b>Has a B-BBEE status level verification certificate been submitted?</b> <span style="float: right;"><b>Yes / No</b></span>  <b>If Yes, who was the certificate issued by?</b> (Tick applicable box)  <input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.  NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.													
<b>Section 4:</b>	<b>CIDB registration number, if any:</b> .....													
<b>Section 5:</b>	<b>Particulars of sole proprietors and partners in partnership</b>													
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*												
* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners														
<b>Section 6:</b>	<b>Particulars of companies and close corporations</b>													
Company registration number: .....														
Close corporation number: .....														
Tax reference number: .....														
<b>Section 7:</b>	<b>Record of service of the state</b>													
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:														
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> a member of any municipal council  <input type="checkbox"/> a member of any provincial legislature  <input type="checkbox"/> a member of the National Assembly or the National Council of Province  <input type="checkbox"/> a member of the board of directors of any municipal entity  <input type="checkbox"/> an official of any municipality or municipal entity         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)  <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  <input type="checkbox"/> an employee of Parliament or a provincial legislature         </td> </tr> </table>			<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature										
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature													
<b>If any of the above boxes are marked, disclose the following:</b> (insert separate page if necessary)														

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

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

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

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

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

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

\* Insert separate page if necessary

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

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

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

**SCHEDULE 2: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs ..... acting in his/her capacity as ..... of the business trading as ..... to sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

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

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURE**

---

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

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

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

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

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

As witnesses:

1.		Chairman:	
2.		Date:	

**SCHEDULE 5: CERTIFICATE FOR CLOSE CORPORATION**

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

NAME	ADDRESS	SIGNATURE	DATE



**SCHEDULE 6A: SCHEDULE OF MANAGEMENT SYSTEM**

---

**If a tenderer indicated “Yes” to any of the above items on page 10, proof of the individual management system capabilities must be attached to this page.**

## **SCHEDULE 6B: SCHEDULE OF PROPOSED WORK PLAN & METHODOLOGY**

---

A proposed work plan must be provided with the tender submission and will be evaluated as per page 11. It which must be of sufficient detail (but preferably not more than 10 - 15 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues) and indicate the approach and methodology that they intend following in order to reach the required outcome.

The plan must include a clear Gantt chart showing how the RRAMS will be executed over the implementation period.

## **SCHEDULE 6C: SCHEDULE OF KEY PERSONNEL**

---

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

## SCHEDULE 6D: SCHEDULE OF RELEVANT EXPERIENCE

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

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

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

**Append corresponding reference letters of successful completed RRAMS projects here.**

## SCHEDULE 6E: SCHEDULE OF QUALITY MANAGEMENT SYSTEM

---

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

## SCHEDULE 7: SCHEDULE OF BROKEN-DOWN PROJECT COST

---

This schedule must show and include all hours and cost allowed for professionals and field staff, costing for travel, accommodation, meals and communication (including data for field collection devices) for the execution of the project. All hardware and software requirements and license fees. All paper, copies and maps cost. Time and cost for the attendance of quarterly meetings within the CWDM with Province, meetings as required with B-Municipalities and semesterly meetings in Boksburg, Johannesburg.

Training should be costed at 2% of the sub total for the execution of the project, before contingencies and VAT are added.

## SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



## SCHEDULE 9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES

### PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder: .....

Account number: .....

Account number: .....

#### FOR MUNICIPAL USE ONLY

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.....  
Name of municipal official (print name)

.....  
Signature of municipal official

Official date stamp of municipality

### PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

### PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I,....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

.....  
Signature for and on behalf of the bidder

.....  
Date

## SCHEDULE 10: DECLARATION OF INTEREST (MBD 4 B)

(On behalf of the company and its directors/ members/ trustees/ principle shareholders<sup>2</sup>)

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders<sup>2</sup> of the company.**

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/s hareholder <sup>2</sup> ):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	VAT Registration Number		
3.7	The names of all directors/ members/ trustees/ principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below		
3.8	Are you or any director/ member/ trustee/ principle shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:			Relation:
Surname:			Persal No:
Full Names:			
Organ of State:		Position:	
3.9	Have you or any director/ member/ trustee/ principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:			Relation:
Surname:			Persal No:
Full Names:			
Organ of State:		Position:	

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

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

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:			Relation:
Surname:			Persal No:
Full Names:			
Organ of State:		Position:	

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

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

3.15	Is the supplier or any director/ member/ trustee/ principle shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars. ..... .....		
3.16	Was the supplier or any director/ member/ trustee/ principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars. ..... .....		
3.17	Does the supplier or any director/ member/ trustee/ principle shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars. ..... .....		

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

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

.....  
Signature

.....  
Date

.....  
Capacity of Signatory

.....  
Name of Bidder/Company/CC Name

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

- <sup>1</sup> MSCM Regulations: **"in the service of the state"** means to be –
- (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.

- <sup>2</sup> **"Shareholder"** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**Commissioner of Oaths**

Signed and sworn to before me at

.....

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

Commissioner of Oaths

.....

Position:

.....

Address

.....

.....

.....

Tel:

.....

**Apply official stamp of authority on this page:**

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

## **SCHEDULE 11: TAX CLEARANCE REQUIREMENTS**

---

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

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

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

## **SCHEDULE 12: JOINT VENTURE AGREEMENT, IF APPLICABLE**

---

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



### SCHEDULE 13: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

## SCHEDULE 14:

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“Locality”** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province
- (d) **“Proof of locality”** means a –
  - 1) municipal account in the name of the tenderer not older than 90 days;
  - 2) lease agreement where the tenderer is the lessee of an official operating business premise; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status level of contributor	5	10		
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	2.5	5		
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	2.5	5		

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Name and surname .....

Signature(s) of bidder(s).....

Date.....

Address.....

.....

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SCHEDULE 16: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation;
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and



- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors or formulas used to calculate prices;
  - (d) The intention or decision to submit or not to submit, a bid;
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

<p>.....</p> <p>Signature</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Position</p>	<p>.....</p> <p>Name of Bidder</p>

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

## SCHEDULE 17: QUESTIONNAIRE

### List all partners / members / directors of this enterprise

Van / Surname / Ifani	Voorname / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

### BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

**LW!** Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eïsvorm** vir punte.

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

**QAPHELA!** Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

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

The Department of Trade and Industry: <http://bee.thedti.gov.za/>

South African National Accreditation System: <http://www.sanas.co.za/directory.php>

Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

### Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu

- |  |  |   |   |   |   |
|--|--|---|---|---|---|
| <p><b>**1.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>ras</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b>.</p> <p><b>2.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>geslag</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b>.</p> <p><b>3.</b> Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>gestremdheid</b>.<br/>Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelwe</b>.</p> <p><b>4.</b> Persentasie aandeelhouding van persone geklassifiseer as <b>jeug</b>. (18 – 35 Jaar oud).<br/>Percentage of shareholding of persons in the business classified as <b>youth</b>. (18 – 35 Years old)<br/>Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)</p> | <table border="1" style="width: 100px; height: 100px; margin: 0 auto;"> <tr><td style="text-align: center; vertical-align: middle;">%</td></tr> <tr><td style="text-align: center; vertical-align: middle;">%</td></tr> <tr><td style="text-align: center; vertical-align: middle;">%</td></tr> <tr><td style="text-align: center; vertical-align: middle;">%</td></tr> </table> | % | % | % | % |
| %  |  |   |   |   |   |
| %  |  |   |   |   |   |
| %  |  |   |   |   |   |
| %  |  |   |   |   |   |
| <p><b>5.</b> Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit<br/><br/>Is your business established within the area of jurisdiction of the District Municipality? In / Out<br/>Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p>  | <p><input type="checkbox"/> In/Ngaphakathi</p> <p><input type="checkbox"/> Uit/Out/Ngaphandle</p>  |   |   |   |   |
| <p><b>6.</b> Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee<br/>Do you make use of local labour (job creation)? Yes / No<br/>Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p>  | <p><input type="checkbox"/> Ja/Yes/Ewe</p> <p><input type="checkbox"/> Nee/No/Hayi</p>   |   |   |   |   |

## SCHEDULE 18: CREDIT ORDER INSTRUCTION

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

## DETAILS OF FIRM/INSTITUTION

[illegible]

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK																	
NAME OF BRANCH																	
BRANCH CODE																	
ACCOUNT NUMBER																	
TYPE OF ACCOUNT			1 = Cheque 2 = Savings														

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....  
INITIALS AND SURNAME:

.....  
AUTHORISED SIGNATURE:

DATE: .....

.....  
TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

AUTHORISED SIGNATURE

OFFICIAL DATE STAMP

**FOR FULL SUPPLIER ACCREDITATION ALL PARTS MUST BE COMPLETED AND SIGNED**

## SCHEDULE 19: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION

Company Name		
CWDM Supplier Database	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
	Unique 36 Character Registration Code	

Bidders who are not registered on the CWDM and/or Central Supplier Databases are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

### \* Cape Winelands District Municipality and Central Supplier Database Registration

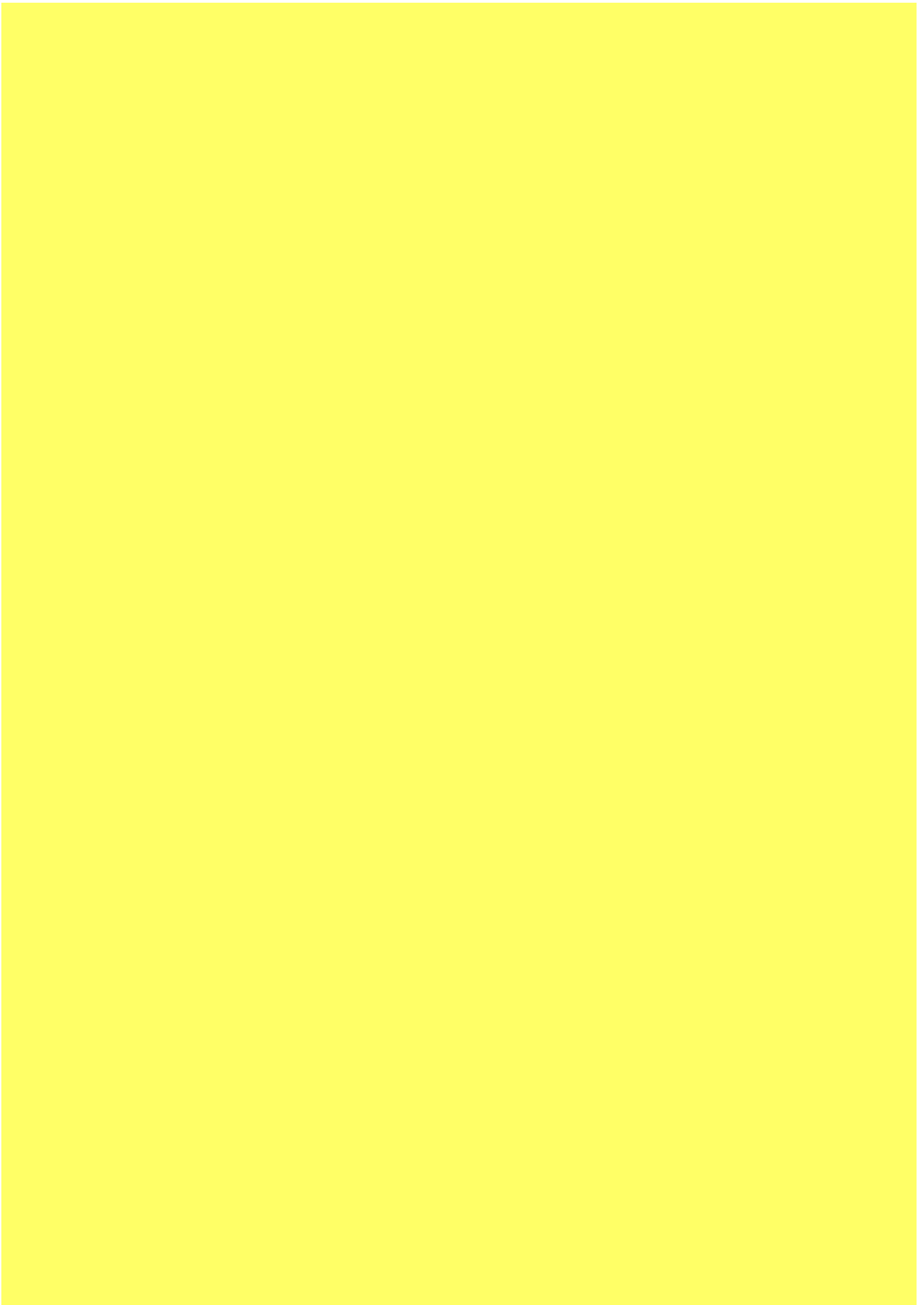
Only those bidders who are registered on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their tenders evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website [www.capewinelands.gov.za](http://www.capewinelands.gov.za)

Bidders who wish to register on the Central Supplier Database may do so online on [www.csd.gov.za](http://www.csd.gov.za) and click on the REGISTER A NEW CSD ACCOUNT tab.

**SCHEDULE 20: PROOF OF B-BBEE CERTIFICATION**

---



# THE CONTRACT

---

## Part C1: Agreements and Contract Data

---

	Pages
C1.1 Form of Offer and Acceptance .....	71-77
C1.2 Contract Data .....	78-80

---

## Part C2: Pricing Data

---

	Pages
C2.1 Pricing Assumptions.....	82-84
C2.2 Summary of Quantities .....	85-87

---

## Part C3: Scope of Works

---

	Pages
C3.1 Scope of Work.....	89-95

---

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

---

**IMPORTANT NOTE:**

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

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

The Schedule of Deviations forms an integral part of the Contract Agreement.



## C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

---

### OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Contract No: **T 2023/089 THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026**

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

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

#### The offer in words (VAT inclusive):

---

---

---

#### The offer in Rands/Cents:

R.....Inclusive of VAT

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

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

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

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

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

Address: .....

.....

Telephone number: ..... Fax number:.....

**Witness:**

**Signature:** .....

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

**Date:** .....

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

## ACCEPTANCE BY EMPLOYER

---

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

The terms of the contract are contained in

- Part C1 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the SCHEDULE of Quantities
- Part C3 Scope of Work

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

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

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

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

Signature(s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization.....

Name and 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 aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. **Subject:** .....

**Details:** .....

.....

2. **Subject:** .....

**Details:** .....

.....

3. **Subject:** .....

**Details:** .....

.....

4. **Subject:** .....

**Details:** .....

.....

5. **Subject:** .....

**Details:** .....

.....

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

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

**For the Tenderer:**

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

### For the Employer:

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

---

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

**Date:** .....

## CONFIRMATION OF RECEIPT

---

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

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

### For the Contractor:

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

### For the Employer:

**Signature:** .....

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

**Capacity:** .....

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

Address: .....

.....

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

**Date:** .....

## C1.2 Contract Data (Part 1)

---

### General Conditions of Contract

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

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Professional Services make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

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

Clause	Wording
--------	---------

3.4 / 4.3.2	The Employer is the CAPE WINELANDS DISTRICT MUNICIPALITY.
-------------	---

The authorised and designated representative of the Employer is:

Designation.: Executive Director: Infrastructure Services

Name: Mr Francois van Eck

The address for receipt of communications is:

Telephone: 021 384 2300

Facsimile: 021 882 9931

E-mail: [francois@capewinelands.gov.za](mailto:francois@capewinelands.gov.za)

Address: P.O.Box 100

Stellenbosch

7599

The Period of Performance is from the Start Date and ending 30th June 2026.

The Start Date will be the date which appears on the appointment letter.

3.5	The location for the performance of the Project is Cape Winelands District Municipal area, Western Cape Province, South Africa.
-----	---

3.12.1	The penalty payable is <b>R 1000.00</b> per Day subject to a maximum amount of 10% of the Contract Price.
--------	---

3.15.1	The preliminary programme shall be submitted with the the Proposed Work Plan and Methodology. This programme will be updated throughout the project to identify delays..
--------	--

3.16.1	The pricing schedule require tenderers to do submit pricing for each year. The tenderer must allow for increases in labour, fuel, accommodation, etc. No index allowance will be used to adjust prices at any stage during the contract, except as allowed under item 3.9.
--------	--

3.16.2	The start date will be the date which appears on the appointment letter.
--------	--

5.4.1.1	The <b>Professional Indemnity Insurance for R R5,000,000-00</b> , in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
---------	--

5.4.1.2	The <b>Public Liability Insurance for R R5,000,000-00</b> , in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
---------	--

Clause	Wording
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> <li>1. Change in Scope of Works, and</li> <li>2. Variation Orders.</li> </ul>
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2.
8.1	The Service Provider is to commence the performance of the Services not later than 14 Days of date of an assignment letter being received. A commencement/inaugural meeting is required within this time with the client.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed 3 months.
9.1	Copyright of documents prepared for the projects shall be vested with the Employer.
12.1	Interim settlement of disputes is to be by mediation.
12.2 /12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by ECSA.
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by ECSA.
13.1.3	All persons in a joint venture or consortium shall carry a minimum <b>Professional Indemnity Insurance of R5,000,000-00</b> in respect of each and every claim during the period of insurance. The minimum cover shall remain effective for the full contract period. Proof of insurance must be submitted with the tender, appended in Part T2.2: Returnable Schedules.
13.6	The provisions of 13.6 do not apply to the Contract
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.



## C1.2 Contract Data (Part 2)

1	Name of Bidder	
2	Postal address	
3	Street address	
4	Telephone number	
5	Company Registration Number is	
6	Income Tax Reference Number	
7	VAT Reference Number	
8	COIDA certificate number	
The authorised and designated representative of the Service Provider is:		
9	Name	
10	Cellular phone number	
11	E-mail:	
12	Telephone number	
CSD registration number		M A A A
1	The Period of Performance is till final completion including retention period	
	The Key Persons and their jobs / functions in relation to the services are:	

**C2. PRICING DATA**

---

**C2.1: PRICING ASSUMPTIONS**

**C2.2: SUMMARY OF QUANTITIES**

## C2.1: PRICING ASSUMPTIONS

---

### C2.1.1.1 GENERAL

The Schedule of Quantities as submitted by the bidder **Part T2.2 Returnable Schedules: Schedule 7** forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract and the Scope of Work.

### C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The brief descriptions given in the SCHEDULE of Quantities must refer to the Scope of Works at the back of this document.

### C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

Quantities of hours for professionals and field staff will be accepted as accurate to execute the work as required by the Scope of Works. Similarly, the cost assigned to travel, accommodation, communication, hardware and software, will be accepted as accurate to execute the work as required by the Scope of Works. No claims for additional funding will be paid to cover such costs if the service provided underestimated the actions or cost to execute the RRAMS.

### C2.1.1.4 PRICING OF THE SCHEDULE OF QUANTITIES

The onus is on the tenderer to price to deliver the full SCOPE OF WORKS as per described in TMH 9, 12, 18 & 22. The minimum level should be for a Level II RAMS as per TMH 17. The projects (different phases) must be spaced out over the period from the starting date to 30 June 2026, with the cost evenly distributed to be covered under the clients RRAMS grant.

### C2.1.1.5 FEES FOR ADDITIONAL SERVICES

Additional fees or cost must be motivated by written submission to the client. This unforeseen cost will be paid from the 5% contingency fee, if authorised by the client. Time-cost fees for the resources used by the service provider in the SCHEDULE OF BROKEN-DOWN PROJECT COST to be appended to page 45 will be used to calculate the value for additional services, if the need arise.

### C2.1.1.6 ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS

No adjustment of tendered fees and disbursements will be allowed during the duration of this contract, except as stated under except as allowed under item 3.9. of The General Conditions of Contract are the Standard Professional Services Contract (Third Edition of CIDB document 1014, July 2009)

### C2.1.1.7 GUIDELINE PROFESSIONAL FEES ON TERMINATION BY THE CLIENT

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

### C2.1.1.8 PAYMENT OF PROFESSIONAL ACCOUNTS

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

#### **C2.1.1.9. REIMBURSEMENT OF EXPENSES**

- a) The following shall be deemed to be included in the SCHEDULE of quantities submitted by the tenderer.
- b) The expenses contemplated may include the following:
  - i Specialised professional and fieldwork services;
  - ii Payments made on behalf of client for fees, submission fees for local authority and other statutory approvals as well as other charges for specialised professional and other services (At cost);
  - iii Travel Cost including
    - Travel mileage
    - Car rental
    - Fuel for rental vehicles
    - Flight cost
    - Parking
    - Toll fees (At cost);
  - v Postage
    - Special postage;
    - Postage
    - Courier;
  - vi Documentation(Documentation as per the disbursement tariffs issued by the Department of Transport)
    - Typing of original/master per A4;
    - Duplication in white paper (A3 & A4 sizes);
    - Duplicating in coloured paper (A3 & A4 sizes);
    - Duplication in colour (A3 & A4 sizes);
    - Document binding;
    - Scanning of drawings and documents;
    - Duplicating of drawings (A3 to A4);
    - Plotting on 80g plain paper (A3 to A0);
    - Plotting on 80g plain paper in colour (A3 to A0);
    - Plotting on quality paper (A3 to A0);
    - Plotting on quality paper in colour (A3 to A0);
    - Purchase of documents and research material required for project;
    - CD with project-related information;
  - vii Maps and visual aids
    - Maps;
    - Models;
    - Presentation;
    - Photography;
  - viii Specialised computer software for RRAMS and licence fees
  - ix Time limited software subscriptions incurred specifically for the project
  - x Accommodation and meals
  - xi Communication cost, including phones and data
  - xii Sleep-out money or S&T

#### **C2.1.1.10. CLAIMS TO BE SEPARATE AND NOT SET-OFF**

- a) Should a client allege a claim against the professional service provider, a contractor or any other party involved in the project, such claim shall be dealt with on its own merits.
- b) A client is not entitled to withhold payment of fees or disbursements or part thereof due to the professional service provider, based on the alleged claim, the client shall make payment without any set-off and waives all rights to any such set-off.
- c) Should a professional error, omission and/or negligence be implied, dispute resolution or litigation shall be used to claim from the architectural professional.
- d) No other penalties shall be applied on professional service agreement contract, unless those stated within the contract documents.

#### **C2.1.1.11. PC SUMS**

- a) The tenderer is allowed to state PC Sums in his cost break-down. He must however at the time of executing the items, provide the client with at least two quotations of the service.

## C2.2: SUMMARY OF QUANTITIES

---

No pre-set Schedule of Quantities was done for this project. It is expected that each Tenderer will do his own schedule, showing the cost break down over the implementation period. The full costing schedule must be attached to Schedule 7 on page 45.

These values must then be transferred to the SUMMARY OF QUANTITIES on page 89. The values filled in on the SUMMARY must correlate with the cost break-down schedule on page 45.

## SUMMARY OF QUANTITIES

PERIOD	DESCRIPTION	AMOUNT (Rands)
YEAR 1	ALL COST TO EXECUTE RRAMS, INCLUDING STAFF, SYSTEM AND IT REQUIREMENTS, FIELDWORK, VEHICLE AND AIR TRAVEL AND ACCOMMODATION, COMMUNICATION, MEETINGS, ETC.	R.....
YEAR 2	ALL COST TO EXECUTE RRAMS, INCLUDING STAFF, SYSTEM AND IT REQUIREMENTS, FIELDWORK, VEHICLE AND AIR TRAVEL AND ACCOMMODATION, COMMUNICATION, MEETINGS, ETC.	R.....
YEAR 3	ALL COST TO EXECUTE RRAMS, INCLUDING STAFF, SYSTEM AND IT REQUIREMENTS, FIELDWORK, VEHICLE AND AIR TRAVEL AND ACCOMMODATION, COMMUNICATION, MEETINGS, ETC.	R.....
SUB TOTAL		R.....
PROVISIONAL TRAINING ALLOCATION (2% OF SUB TOTAL ABOVE)		R.....
SUB TOTAL		R.....
5% CONTINGENCY (USED ON DISCRETION OF CLIENT)		R.....
SUB TOTAL		R.....
15% VAT		R.....
<b>FULL TENDER AMOUNT (Transfer to front page)</b>		R.....

## DECLARATION (In respect of completeness of Tender)

---

CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

**I/We, the undersigned, do hereby declare that the pages attached under SCHEDULE 7 on page 45 and the Summary of Quantities on page 86 constitute our tender actions and value, will for part of this Contract Document upon which my / our tender for T 2023/089: THE MANAGEMENT AND IMPLEMENTATION OF A RRAMS (INCLUDING ROAD AND ROAD SIGN ASSESSMENTS, TRAFFIC COUNTING AND BRIDGE INSPECTIONS) WITHIN THE CAPE WINELANDS DISTRICT MUNICIPAL AREA, FOR THE PERIOD ENDING 30 JUNE 2026.**

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

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

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

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





**PART C3: SCOPE OF WORK**

---

C3.1 Description of Works

## PART C.3.1: DESCRIPTION OF WORKS

### C3.1 INTRODUCTION AND BACKGROUND

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

Besides the implementation and management of the RRAMS it will be expected of the successful bidder to employ a minimum of four (4) S4 technical/ B.Tech /B.Eng (Civil) graduates preferably from within the service area or at least the Western Cape, employ or have in employment a professionally registered Engineer or Technician to act as mentor to the technical graduates and guide them in a structured way to professional registration. The programme manager for the successful bidder will report on a monthly basis to the Municipal Manager and to the Municipal Council while he/she will also be responsible for all required reports to National Departments of Transport and Treasury, Provincial Departments of Roads and Local Government.

### C3.2 OBJECTIVES OF TENDER

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

MUNICIPALITY	PAVED (km)	GRAVEL (km)	BLOCK (km)	CONCRETE (km)
Witzenberg	186.3	14.2	4.3	0.0
Langeberg	198.8	38.9	1.1	0.0
Drakenstein	448.1	44.7	5.7	0.3
Breede Valley	286.8	59.2	9.2	0.2
Stellenbosch	294.0	11.2	7.1	0.1

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

### C.3.3 SCOPE OF WORK

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

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

Technical Methods for Highways (TMH) 22 provides the national guideline for the development of RRAMS in South Africa. TMH 22 gives insight into the various components of RRAMS covering the people, processes and technology. It is an aim of the RRAMS programme that the RAMS system

developed or incorporated conforms to a minimum Level II RAMS as outlined within TMH 22. For extensive detail on RAMS development and implementation you are directed to TMH 22.

**(a) Outcome Statement**

- Improve data on rural (all Municipal) roads to guide infrastructure investment.
- Reduce vehicle operating cost and extend the lifespan of rural (all municipal) roads.

**(b) Outputs**

- Collection of selected road inventory data including condition assessment and traffic data.
- Setting up pavement and bridge management systems compatible with National Standards.
- Capacity building and training of 4 x graduates.

**(c) Update Road Asset Data**

- Ortho-photos and available road network data to be utilised to identify and record the alignment of all roads within the District.
- Graduates to do further cleaning and updating of the network, especially in respect of roads constructed subsequent to the dates of the ortho-photos.
- Available GIS data and planning data to be used to classify each road according to the RISFSA functional classification system.
- Configuring of data in order to be compliant to the requirements of the electronic visual assessment capturing system.
- Attributes tables of the road network to be updated with data available from relevant municipal and provincial GIS systems.
- Bridge structure attributes and condition assessment results to be captured into GIS.

**(d) Acquire Resources**

- Computer hardware for electronic capturing of visual Assessments
- Computer software for electronic capturing of visual Assessments
- Desktop Computers with Microsoft Office and ARC GIS 10 or QGIS Software
- Hire suitable vehicles – 1 LDV per team
- PPE (Personal Protective Equipment) such as reflective jackets
- Miscellaneous hand tools as required

**(e) Training of (4x) S4 Civil Engineering Technician/ B/Eng. Graduates**

- Appoint and ensure that the graduates are comprehensively trained in the following areas in order to ensure compliance for the successful completion of their practical training and to further enable them to register with ECSA as a Professional Civil Engineering Technician/Engineer:
- Road inventory data collection
- Road condition visual assessments
- Quality assurance and control
- Analysis of visual condition data
- Selection, adaption and training related to network decision support systems
- GIS in a RRAMS application
- Tools to develop strategic and annual maintenance plans
- Management of RRAMS

**(f) Visual Condition Assessment Fieldwork**

- Ensure that suitably qualified graduates employed have been comprehensively trained to execute the physical “on road” visual condition survey in accordance with the new TMH9, TMH12 and M3-1 prescribed criteria by travelling across every road segment capturing the assessments electronically on tablets.
- Ensure that the captured data is downloaded daily and send for processing.

**(g) Road Inventory Data Fieldwork**

- Road side inventory fieldwork was not done under the previous round of RRAMS.
- A first round of inventory fieldwork of road traffic signs will be collected under this appointment.
- The data to be collected are a coordinated location, sign name, dimensions, sign condition, pole condition.
- A photo of the road sign face.

**(h) Condition Data Checking and Capturing**

- Screen the captured and downloaded data for quality and once verified, upload to the relevant authorities.

**(i) Capturing of Traffic Data**

- Once the Visual Assessments have been completed the graduates will continue with the conducting of Traffic Counts at certain nodes in accordance with the prescribed criteria.
- It is envisaged that local labour will be used to assist with traffic counts, with the graduates acting in a supervisory role.
- The previous traffic counts done will have to be reviewed in order not to duplicate data.
- Under this appointment, the following number of traffic counts must be done;
- These counts must be used to calculate AADT on each of the links joining the intersection. The result would be 65 intersection counts, but 3 to 4 times more AADT values.

MUNICIPALITY	NO. OF INTERSECTION COUNTS
Witzenberg	10
Langeberg	10
Drakenstein	15
Breede Valley	15
Stellenbosch	15

**(j) Bridge Visual Condition Survey**

- All bridge structures will be listed on a database/register and the physical properties of each structure will be captured and logged into the specific GIS layer by the graduates after which a suitable qualified structural engineer will conduct the prescribed condition inspection/survey on each structure. These results will also be logged into the GIS attribute table by the graduates.
- Any bridges or culvert structure which poses a risk due to its structural condition will immediately be reported to the relevant authority for action.
- The previous Bridge/Culvert report will have to be reviewed in order not to duplicate data.
- Under this appointment, the following number of Bridge / Major culverts must be visually assessed and rated on the DER system.
- Report should be similar than in the previous report including the inventory and assessment part with a costing for each structure;

MUNICIPALITY	NO. OF BRIDGE/MAJOR CULVERTS
Witzenberg	10
Langeberg	10
Drakenstein	15
Breede Valley	15
Stellenbosch	15

**(k) RRAMS Acquisition, Installation and Training**

- The acquisition of membership on the provincial wide Rural Road Asset Management System that will be hosted by the Provincial Department of Transport
- Identify and train Graduates and other RRAMS champions
- Load all data, including the Roads Asset Register into the various RRAMS sub-systems.

**(l) RRAMS Analysis, performance standards, program and budget**

- Once all the data has been captured and processed into the Rural Road Asset Management System the following deliverables will be extracted from the system:
  - Performance standards for bridge structures according to the class of roads it serves.
  - Performance standards for roads per class
  - Repair and maintenance programs
  - Capital investment plan (constructing of new assets)
  - Multi-year financial budget estimates.

**(m) Project Management and Reporting**

- The daily management and coordination of the project.
- Liaising with the District Municipality, Local Municipalities as well as the Provincial Department of Transport.
- Compilation and timely submission of Monthly and Progress Reports in the formats as prescribed by the District Municipality, DOT and DORA
- Financial Management of the project.

**Note:** With the District RRAMS project, besides the Road Infrastructure Strategic Framework for South Africa (RISFSA ) requirements, **THERE ARE ADDITIONAL REQUIREMENTS PRESCRIBED BY THE FOLLOWING AUTHORITIES:**

- **DEPARTMENT OF TRANSPORT (NATIONAL):** Methodology and **RRAMS SYSTEMS SPECIFICATIONS**
- **NATIONAL TREASURY:** Requirements as defined in the **DIVISION OF REVENUE ACT**

***It should be noted that RRAMS includes ALL Municipal roads, urban and rural, surfaced and un-surfaced,*** as it is a requirement from the Division of Revenue Act (DORA) as published in the Government Gazette No. 36180 of 26 February 2014.

### **C.3.4 TIMEFRAME OF THE PROJECT**

The successful service provider will be required to submit a detailed project plan based on the business plan submitted to NDOT in the application for funding process. The proposal should clearly state the timeframes allocated to the technical process for each task and should include deliverable dates.

The said project plan will be verified by the CWDM Project Manager. The project plan should include the delivery dates and all planned meetings, information sessions and consultation. This must include a project programme that clearly stipulates tasks and deliverables, linked to timeframes. **The service provider must also allow for annual updating and renewal of the business plan, while the appointment is in place.**

### **C.3.5 KEY PERSONNEL**

Key personnel who will be working on this project must be nominated by the service provider. The service provider must list the names of these key personnel. These key personnel and team must consist of a Program Leader, a Technical Expert, Pavement Engineer, Bridge Engineer and administrator. The listed team will remain on the project and team members can only be replaced with members with similar experience and qualifications and with the consent of the employer.

***Tenderers must provide the required information under each of the bullets hereunder as to enable the client to ascertain whether the requirements are met.***

#### **3.5.1 The Programme Leader must:**

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Must have done a recognised project management course within the last 10 years or be a member of Project Management South Africa;
- Have extensive experience in a management capacity on similar projects;

**3.5.2 The Programme Leader should:**

- Have at least 10 years experience in roads and associated infrastructure;
- Have experience in a local authority environment;
- Have experience in the mentoring and training of technical graduates;
- Have experience in Road Infrastructure Management.

**3.5.3 The Technical Expert must:**

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Have extensive knowledge of Roads Asset Management Systems and software development;
- Have experience on similar projects requiring systems and development input.

**3.5.4 The Technical Expert should:**

- Have at least 10 years experience in roads and associated infrastructure;
- Have experience on similar projects requiring systems and development input;

**3.5.5 The Pavement Engineer must:**

- Have a recognised Civil Engineering qualification and be registered with ECSA as a Professional Engineer or Professional Engineering Technologist;
- Have extensive knowledge of Road Pavements design.

**3.5.6 The Pavement Engineer should:**

- Have at least 10 years experience in roads and associated road pavement infrastructure;
- Have extensive knowledge of Road Pavements design;

**3.5.7 The Bridge Engineer should:**

- Have at least 10 years experience in bridge and culvert inspections and assessments in the DER method;
- Must be a certified COTO or SANRAL bridge inspector;
- Must have a recognised engineering qualification and be registered with ECSA as a Pr Eng/ Pr Eng Tech;
- Have extensive knowledge of Bridge and Culvert analysis tools like Struman as developed by the CSIR;
- Have experience on similar projects requiring systems and development input;

**3.5.8 The Administrator should:**

- Have a formal qualification and experience in finance/bookkeeping;
- Have experience in office administration;
- Be computer literate;
- Have experience as administrator on similar projects;

**3.5.9 The Civil Engineering Graduates (x4) should:**

- Have a National Diploma, B Tech or B Eng in Civil Engineering;
- Must be from the Western Cape to build capacity locally;
- At least two of the four graduates must have a vehicle license;

**C.3.6. USE OF REASONABLE SKILL AND CARE**

The Service Provider is therefore required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.