

# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT

Tender nr: PWRT/2460/26/MP

(Electronic Copy)

### PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS

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**Issued by:**

Department of Public Works, Roads and Transport  
Private Bag X 11310  
Mbombela  
1200

**Name of Tenderer:** .....

**Total Tender Price (all inclusive):** .....

## Part T0: Table of Contents of Tender Document

This tender is made up as follows:

Contents	
Number	Heading
<b>The Tender</b>	
<b>Part T1: Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2: Returnable documents</b>	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
<b>The Contract</b>	
<b>Part C1: Agreement and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
<b>Part C2: Pricing data</b>	
C2.1	Pricing Instructions
C2.2	Activity Schedule / Bills of Quantities
<b>Part C3: Scope of Work</b>	
C3	Scope of Work

The tender is based on the CIDB guideline for professional services and thus SANS 10403.

## Table of Contents

<b>PART T0: TABLE OF CONTENTS OF TENDER DOCUMENT .....</b>	
<b>PART T1: TENDERING PROCEDURES .....</b>	
<b>CONTENTS: .....</b>	
<b>T1.1: TENDER NOTICE AND INVITATION TO TENDER .....</b>	
<b>T1.2 TENDER DATA .....</b>	
<b>STANDARD CONDITIONS OF TENDER.....</b>	
EVALUATION SCHEDULE: APPROACH PAPER.....	
EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING .....	
EVALUATION SCHEDULE: EXPERIENCE OF THE KEY STAFF.....	
EVALUATION SCHEDULE: TENDERER'S (COMPANY) EXPERIENCE.....	
OVERALL SCORE SHEET FOR QUALITY / FUNCTIONALITY RATING.....	
<b>PART T2: RETURNABLE DOCUMENTS .....</b>	
<b>CONTENTS: .....</b>	
<b>T2.1: LIST OF RETURNABLE DOCUMENTS.....</b>	
<b>T2.2 RETURNABLE SCHEDULES.....</b>	
<b><i>SBD 1 - INVITATION TO BID .....</i></b>	
<b><i>SBD 4 - BIDDER'S DISCLOSURE .....</i></b>	
<b><i>SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERANTIAL PROCUREMENT REGULATIONS 2022.....</i></b>	
<b><i>SBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS ....</i></b>	
<b><i>Certificate of Attendance at Briefing Meeting .....</i></b>	
<b><i>Record of Addenda to Tender Document .....</i></b>	
<b><i>Compulsory Enterprise Questionnaire .....</i></b>	
<b><i>Certificate of Authority of an Entity .....</i></b>	
<b>KEY PERSONNEL.....</b>	
<b><i>Curriculum Vitae Format of Key Personnel .....</i></b>	
<b>PART C1: AGREEMENTS AND CONTRACT DATA .....</b>	
<b>CONTENTS: .....</b>	
<b>C1.1 FORM OF OFFER AND ACCEPTANCE (OPTION 2).....</b>	
<b>C1.2 CONTRACT DATA (CIDB STANDARD PROFESSIONAL SERVICES CONTRACT).....</b>	
<b><i>Part 1: Data provided by the Employer .....</i></b>	
<b><i>Part 2: Data provided by the Service Provider .....</i></b>	
<b>PART C2: PRICING DATA.....</b>	
<b>CONTENTS: .....</b>	
<b>PART C2.1: PRICING INSTRUCTIONS .....</b>	
<b>1. PREAMBLE TO THE PRICING SCHEDULE .....</b>	
<b>PART C2.2: ACTIVITY SCHEDULE / BILL OF QUANTITIES .....</b>	
<b>PART C3: SCOPE OF WORK .....</b>	
<b>1. INTRODUCTION .....</b>	
<b>2. PLANNED WORK: ROAD INFRASTRUCTURE PMSS (PROGRAMME MANAGEMENT SUPPORT SERVICES) .....</b>	
<b>2.1 AIM AND CONCEPT .....</b>	

- 2.2 SHORT TASK DESCRIPTION.....
- 2.3 PERIOD OF SERVICE.....
- 2.4 SPECIFIC REQUIREMENTS REGARDING EMPOWERMENT.....
- 2.5 DEPARTMENTAL CAPACITY BUILDING.....
- 2.6 SELECTED CONCEPTS.....
- 3. DEVELOPMENT OBJECTIVES .....**
- 4. ROADS PLANNING.....**
- 5. ROAD DESIGN AND MATERIALS.....**
- 6. ROAD CONSTRUCTION .....**
- 7. ROAD MAINTENANCE .....**
- 8. PROGRAMME OVERSIGHT, COORDINATION AND REPORTING .....**
  - 8.1 PROGRAMME INTEGRATION MANAGEMENT.....
  - 8.2 INFRASTRUCTURE PROGRAMME TIMELINES AND MILESTONES.....
  - 8.3 PROGRAMME FINANCIAL AND COST MANAGEMENT.....
  - 8.4 PROGRAMME QUALITY MANAGEMENT.....
  - 8.5 PROGRAMME PERFORMANCE MANAGEMENT .....
  - 8.6 PROGRAMME COMMUNICATION MANAGEMENT.....
  - 8.7 HUMAN RESOURCES PLAN.....
  - 8.8 PROGRAM PROCUREMENT MANAGEMENT.....
  - 8.9 PERFORMANCE REPORTING.....
- 9. OTHER SERVICES AND EXPECTATIONS .....**
  - 9.1 INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM.....
  - 9.2 TRAINING AND CAPACITY BUILDING .....
  - 9.3 STRATEGIC SUPPORT .....
  - 9.4 ENVIRONMENTAL MANAGEMENT AND ADHERENCE.....
  - 9.5 CONTRACT BETWEEN PMU AND DEPARTMENT.....
  - 9.6 CONTRACTING OF CONSULTANTS AND CONTRACTORS.....
  - 9.7 ROLE OF PROJECT CONSULTANTS.....
  - 9.8 FEE CLAIMS.....
    - 9.8.1 *Fee claims from PMU*.....
    - 9.8.2 *Fee Claims from Project Consultants*.....
    - 9.8.3 *Fee Claims – General*.....
    - 9.8.4 *Other Consultants*.....
  - 9.9 LIABILITY.....
  - 9.10 CONSTRUCTION PROGRESS PAYMENTS.....
  - 9.11 DESIGN.....
  - 9.12 STAGE APPROVALS.....
  - 9.13 TENDER & CONTRACT AWARD.....
  - 9.14 PROJECT IMPLEMENTATION & COMPLETION.....
  - 9.15 MANAGEMENT AND SUPPORT FUNCTIONS.....
  - 9.16 QUARTERLY PROGRESS REVIEW MEETINGS.....
    - 9.16.1 *Monthly Progress Meetings*.....
  - 9.17 REPORTS.....
    - 9.17.1 *Monthly Reports*.....
  - 9.18 ADHERENCE TO PFMA, DoRA, TREASURY REGULATIONS AND RELATED GUIDELINES.....
  - 9.19 AUDIT OUTCOMES.....
  - 9.20 INFORMATION MANAGEMENT SYSTEMS .....

- 9.21 MAINTENANCE.....
- 9.21.1 Routine Maintenance.....
- 9.21.2 General Routine Maintenance Support .....
- 9.22 CLOSE-OUT.....
- 9.23 WORK BREAKDOWN FOR EACH YEAR.....

**10. TASKS EXCLUDED FROM THIS CONTRACT.....**

**PRICING SCHEDULE SUMMARY – (THIS IS A DUPLICATE FROM THE PRICING SCHEDULE, BUT MUST BE COMPLETED TO MATCH THE PRICING SCHEDULE) .....**

**MPUMALANGA PROVINCE: DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT**

**CONTRACT NR: PWRT/2460/26/MP**



**THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO  
THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS,  
ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

## Part T1: Tendering Procedures

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### Contents:

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

**T1.2 Tender Data**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER****MPUMALANGA PROVINCIAL GOVERNMENT****DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT**

**PROGRAMME MANAGEMENT SUPPORT SERVICES TO THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

**PWRT/2460/26/MP**

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Tenders are invited by the Department of Public Works, Roads and Transport from well experienced and capable consultants as this project is a critical part of the Department's performance in specialized road infrastructure management.

Contacts for availability of document: Provincial Supply Chain Management offices: 013 766 8259, 8258 or 6339

Queries relating to Technical issues in these documents may be addressed to Mr Nare Ramoroka, Tel 013 766 8640, email: [nramoroka@mpg.gov.za](mailto:nramoroka@mpg.gov.za) or Mr Ngoni Chimusoro, Tel 013 766 8518, email: [chimusoron@mpg.gov.za](mailto:chimusoron@mpg.gov.za)

A non-refundable tender deposit of R 250.00 payable in cash or by bank guaranteed cheque made out in favour of the "Mpumalanga Provincial Government"

A compulsory briefing session will take place: **As per tender advertisement**  
Venue: **As per tender advertisement.**

The closing time for receipt of tenders is at **As per tender advertisement**. Note that tender closures are administered at any of the six regional branches as listed below.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Please note that bid documents can be collected at any of the below-mentioned offices, and bid/tender documents can be submitted at the Supply Chain Offices listed below:  
Mbombela, Bushbuckridge, Malelane, KwaMhlanga, Middleburg, Siyabuswa, Secunda, Piet Retief and Elukwatini

Bid Submissions:

1. TAKE CARE NOT TO SEND DOCUMENTS TO THE ADVERTISING DEPARTMENTS AS THE BID CLOSURES ARE NOT ADMINISTERED BY INDIVIDUAL DEPARTMENTS
2. TENDER DOCUMENTS SHOULD BE SUBMITTED IN AS ORIGINAL AND NO COPIES WILL BE ACCEPTED.
3. ALL TENDERS AND PROPOSALS SHOULD BE DELIVERED OR COURIERED TO THE SUPPLY CHAIN OFFICES LISTED BELOW, BEFORE THE CLOSING DATE AND TIME.
4. THE ADDRESS OF THE TENDERER, TENDER NUMBER AND CLOSING DATE MUST APPEAR ON THE FRONT OF THE ENVELOPE – DO NOT SUBMIT DIFFERENT TENDERS IN ONE ENVELOPE
5. TENDER BOXES ARE LOCATED AT THE FOLLOWING CLOSING CENTRES:

**MBOMBELA**

Riverside Government Complex

Building No 9, Government Boulevard, Mbombela, 1200

Telephone number: Mr. VS Ngobe (013) 766 6339 or Mr. FH Mkhondo (013) 766 6394 or Mr. J Sithole (013) 766 8258 or

Ms. TL Khathide (013) 766 8259

**PIET RETIEF**

No. 11 Measroch Street, Piet Retief Office

Contact Person: Mr. Alex Shongwe: Telephone number: (017) 826 1671

**KWAMHLANGA**

KwaMhlanga Government Complex

The Provincial Treasury, Building No. 12, Computer Centre

Contact Person: Ms. Linah Nethononda: 013 766 4872, Ms. Emily Mnguni: 013 766 4873,

Mr. MK Sibanyoni: 013 766 4900 or Mr. DE Mahlangu: 013 766 4875

**BUSHBUCKRIDGE**

The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge

Contact Person: Ms. Mapula Kgotsoka, Ms. Patricia Shikwambana and Mr. Peterson Sithole: Ms. PT Mashego

Telephone Numbers: 013 799 0229 / 2125

**MIDDELBURG**

Department of Public Works

Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Ground floor, Office numbers A5, A9

and 11 Contact Person: Ms. Lorraine Motebu or Ms. Mendy Kabini or Ms. Linah Nethononda or Mr. KS Msiza or Ms. YM

Bahula Telephone number: (013) 282 8776 / 9151

**MALELANE**

The Provincial Treasury

24 air Street

Malelane

Contact Person: Mr. G Sibiya: 013 790 0436/0628

Fax No.: (013) 790 0514

**ELUKWATINI**

Elukwatini Sub Regional offices Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12

Extension A, Elukwatini, 1190. Contact Person: Ms. P Nkosi: Telephone No: 017 883 1396/7

**SIYABUSWA**

Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa, 0472

Contact Person: Mr. Andries Mahlangu or Jim Maserumule or Thabiso Molekwa

Telephone number: (013) 973 0022/0081

**SECUNDA**

No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage)

Contact Person: Ms. Martha Mahlangu or Ms. TV Manana or Ms. MJ Mavimbela or Mr M Mlombo

Telephone Number: (013) 766 1796 or 1794 or 1790 or 1795 or 1797

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

## T1.2 Tender Data

Clause number	Data
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time.</p> <p>The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's website (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender.</p> <p>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. (Attached un-amended as Annex F at the end of this <i>Part T1: Tendering Procedures</i>)</p> <p>The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this tender.</p> <p><b>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:</b></p>
F.1.1	<p>The employer is the <i>Department of Public Works, Roads and Transport, Mpumalanga Provincial Government, South Africa</i></p>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tender procedures</b></p> <ul style="list-style-type: none"> <li>T1.1 Tender notice and invitation to tender</li> <li>T1.2 Tender data</li> </ul> <p><b>Part T2: Returnable Documents</b></p> <ul style="list-style-type: none"> <li>T2.1 List of returnable documents</li> <li>T2.2 Tender schedules</li> </ul> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b></p> <ul style="list-style-type: none"> <li>C1.1 Form of offer and acceptance</li> <li>C1.2 Contract data</li> <li>C1.3 <i>Form of Guarantee – (?)</i></li> </ul> <p><b>Part C2: Pricing data</b></p> <ul style="list-style-type: none"> <li>C2.1 Pricing instructions</li> <li>C2.2 Activity schedules / Bills of Quantities</li> </ul> <p><b>Part C3: Scope of work</b></p> <ul style="list-style-type: none"> <li>C3 Scope of work</li> </ul>

Clause number	Data
F.1.4	<p>The employer's agents are:</p> <p>Mr. Nare Ramoroka, Tel 013 766 8640 email <a href="mailto:ntramoroka@mpg.gov.za">ntramoroka@mpg.gov.za</a>, Mr Ngoni Chimusoro, Tel 013 766 8518, email: <a href="mailto:chimusoron@mpg.gov.za">chimusoron@mpg.gov.za</a></p> <p>Under the management of the Head of Department, Deputy Director General: Public Infrastructure and Chief Director: Transport Infrastructure.</p>
F.1.6.2	Not Applicable.
F.1.6.3	A two-stage system will not be followed.
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li>1. Well experienced consultants with extensive programme management unit experience, supported by personnel with required expertise.</li> <li>2. Proven success with previous similar projects (reference letters with contactable referees).</li> </ol>
	<p>Once appointed, tenderers must have an office in the Mbombela area, through which all communication with the employer will flow. The address of the local office must be indicated on Schedule 1, Part T3.2: Returnable Schedules, and which will be regarded as the <i>domicilium citandi et executandi</i> for the purposes of any contract arising from this tender submission.</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have key personnel in its permanent employment at the close of tender.</p>
F.2.7	The compulsory clarification meeting will take place at the time and place given in the tender advertisement – refer T2.1. Failure to sign both the attendance register and the clarification meeting certificate of attendance will render the tender non-responsive
F.2.10.3	Tendered time-based fees shall be adjusted in term of clause 3.16 of the Standard Professional Services Contract. Disbursement will be adjusted in line with the published Public Works rates for recoverable disbursements.
F.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably improves the Employer's ability to achieve the objectives for the services as stated in the Scope of Work to be achieved, at no additional cost.
F.2.13.1	Tenderers must offer all parts of the required services as a whole.
F.2.13.2	Although the employer may provide parts of the tender document electronically, No Electronic tender submission or information will be allowed. All supplied electronic documents (if any) must be printed and included in the tender.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The tender shall be signed by a person duly authorised to do so.
F.2.13.6 / F.3.5	A two-envelope procedure will not be followed.

Clause number	Data
F.2.15	<p>The closing time for receipt of tenders is as per the Tender Advert. Note that tender closures are administered at any of the nine regional branches as listed in the Tender Bulletin and the tender notice above.</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.</p>
F.2.16	<p>The tender offer validity period is <b>90 Days</b> from the date of closure.</p>
F.2.17	<p>A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within five working days from employer's written request for such clarification.</p>
F.2.19	<p>Access shall be provided during working hours to tenderers' premises for inspections and analysis by the employer, if so requested.</p>
F.2.20	<p>Security may be provided in either one of two formats:</p> <ul style="list-style-type: none"> <li>i) Professional indemnity insurance by the firm</li> <li>ii) Guarantee or surety</li> </ul> <p>The quantum of the above shall be in line with National guidelines and industry norms.</p>
F.2.23	<p>The tenderer is required to submit with his tender the <b>Compulsory Returnable Documents as listed in T3.2 above.</b></p> <p>Non-submission of any document may lead to disqualification of the tender.</p>
F.3.4	<p>The time and location for opening of the tender offers will be communicated at the tender briefing session, due to tenders being submitted at various locations.</p>

Clause number	Data
F.3.11	<p>The procedure for evaluation of responsive Tender Offers will be <b>Method 4: Financial Offer, Quality and Preferences</b>. The responsive tender with the highest total points as defined below is the preferred tender.</p> <ul style="list-style-type: none"> <li>- Responsive tenders will be assessed for functionality / quality. However, functionality will not be considered as an evaluation criterion but rather, a gateway to further evaluation. A minimum threshold of 70 points (out of 100) is required.</li> <li>- The 90/10 preference point system will be used in accordance with the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022. Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above-mentioned regulations. Bidders are required to submit evidence by which Preference Points can be claimed based on the Specific Goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.</li> </ul> <p>where:</p> <ul style="list-style-type: none"> <li>- 90 points will be allocated to price.</li> <li>- and 10 points awarded in terms of the Specific Goals.</li> </ul> <p>In the case of a financial offer, quality and preferences:</p> <ul style="list-style-type: none"> <li>- Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>- Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:</li> </ul> $T_{EV} = N_{FO} + N_P$ <p>where: <math>N_{FO}</math> = number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;</p> <p><math>N_P</math> = number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;</p> <ul style="list-style-type: none"> <li>- Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ul> <p>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>

Clause number	Data																												
F.3.11.3	<p>The 90/10 preference points system will be applicable to this tender.</p> <p>Points for preference will be allocated as stated in F.3.11.3 of the Standard Conditions of Tender below;</p>																												
	<p><b>SPECIFIC GOALS</b></p> <p>P<sub>e</sub> – Targeted Enterprise Participation (Direct Preference) (Maximum 10 Points)</p> <p>Direct Preference points for the Targeted Enterprise status of the tenderer will be scored in terms of the following table:</p>																												
	<p><b>Table 1: Specific goals for the tender and points claimed are indicated per the table below.</b></p>																												
	<p><i>(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.)</i></p>																												
	<p><i>Note to tenderers: The tenderer must indicate how they claim points for each preference point system.</i></p>																												
<table border="1"> <thead> <tr> <th data-bbox="376 772 699 1086">The specific goals allocated points in terms of this tender</th> <th data-bbox="699 772 874 1086">Number of points allocated (90/10 system) <i>(To be completed by the organ of state)</i></th> <th data-bbox="874 772 1050 1086">Number of points allocated (80/20 system) <i>(To be completed by the organ of state)</i></th> <th data-bbox="1050 772 1225 1086">Number of points claimed (90/10 system) <i>(To be completed by the tenderer)</i></th> <th data-bbox="1225 772 1393 1086">Number of points claimed (80/20 system) <i>(To be completed by the tenderer)</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="376 1086 699 1243">Enterprises / companies owned by people without franchise in the national elections prior to 1994 (Africans, Indians and Colored)</td> <td data-bbox="699 1086 874 1243">5</td> <td data-bbox="874 1086 1050 1243"></td> <td data-bbox="1050 1086 1225 1243"></td> <td data-bbox="1225 1086 1393 1243"></td> </tr> <tr> <td data-bbox="376 1243 699 1288">Women</td> <td data-bbox="699 1243 874 1288">2</td> <td data-bbox="874 1243 1050 1288"></td> <td data-bbox="1050 1243 1225 1288"></td> <td data-bbox="1225 1243 1393 1288"></td> </tr> <tr> <td data-bbox="376 1288 699 1332">Youth</td> <td data-bbox="699 1288 874 1332">2</td> <td data-bbox="874 1288 1050 1332"></td> <td data-bbox="1050 1288 1225 1332"></td> <td data-bbox="1225 1288 1393 1332"></td> </tr> <tr> <td data-bbox="376 1332 699 1377">Person with Disability</td> <td data-bbox="699 1332 874 1377">1</td> <td data-bbox="874 1332 1050 1377"></td> <td data-bbox="1050 1332 1225 1377"></td> <td data-bbox="1225 1332 1393 1377"></td> </tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) <i>(To be completed by the organ of state)</i>	Number of points allocated (80/20 system) <i>(To be completed by the organ of state)</i>	Number of points claimed (90/10 system) <i>(To be completed by the tenderer)</i>	Number of points claimed (80/20 system) <i>(To be completed by the tenderer)</i>	Enterprises / companies owned by people without franchise in the national elections prior to 1994 (Africans, Indians and Colored)	5				Women	2				Youth	2				Person with Disability	1							
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Person with Disability	1																												

Clause number	Data
F.3.11.5	<p><b>Financial Offer</b></p> <p>As stated in F.3.11.5 Method 4: Financial offer, quality and preferences.</p> <p>Score the financial offers of remaining responsive tender offers using the following formula:</p> $N_{FO} = W_1 \times A$ <p>where:</p> <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer.</p> <p><math>W_1</math> is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.</p> <p><math>A</math> is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data, which for this tender is:</p> <p>For this tender:</p> $A = 1 - \left( \frac{P - P_m}{P_m} \right)$ <p>Which is Formula 2 (Option 1) as per Standard Conditions of Tender, Clause F.3.11.7, and</p> <p><math>P_m</math> is the comparative offer of the most favourable comparative offer</p> <p><math>P</math> is the comparative offer of the tender offer under consideration</p>
F.3.11.7.	Option 1 in Table F.1 as per the Standard of Conditions of Contract will be applied.
F.3.11.9.	<p><b>Scoring Quality / Functionality</b></p> <p>The minimum number of evaluation points for quality is 70 out of a maximum of 100 points.</p> <p>A bidder who scores less than 70% on the total functionality points (that is less than 70 points), will not be further considered for evaluation.</p> <p>The quality criteria and maximum score in respect of each of the criteria are as set out in the table Score Sheet for Quality Rating after this table.</p> <p>Quality shall be scored independently by not less than three evaluators in accordance with the following schedules:</p> <p>Evaluation Schedule: Approach Paper Evaluation</p> <p>Schedule: Proposed Organization and Staffing</p> <p>Evaluation Schedule: Experience of the Key Staff</p> <p>Evaluation Schedule: Tenderer's Experience</p> <p>Scores of 40, 70, 90 or 100 will be allocated by each evaluator to each of the criteria and sub criteria based on the indicators contained in these schedules. The scores of the evaluators will then be averaged, weighted and then totalled to obtain the final score for quality.</p>
F.3.13.	Tender offers will only be accepted as described in Clause F.3.13. of the Standard Conditions of Contract.
F.3.17	Three (3) copies of the final signed document shall be produced.

## Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's website (see [www.cidb.org.za](http://www.cidb.org.za)). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

## Evaluation Schedule: Approach Paper

The approach paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach and address any modifications to or fully develop the scope of work proposed by the Employer. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements, and highlight threats to the timely delivery of the project deliverables.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables. It should however be concise and to the point and limited to a maximum of 10 pages.

The tenderer must include his / her approach paper as an annexure to the main tender document.

The scoring of the approach paper will be as follows:

	Technical approach and methodology	Work plan
<b>Poor (score 40)</b>	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
<b>Satisfactory (score 70)</b>	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.	All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
<b>Good (score 90)</b>	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.

	Technical approach and methodology	Work plan
<b>Very good (score 100)</b>	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

## Evaluation Schedule: Proposed Organisation and Staffing

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

<b>Poor (score 40)</b>	The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables.  There is no clarity in allocation of tasks and responsibilities.
<b>Satisfactory (score 70)</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
<b>Good (score 90)</b>	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short-term experts.  Some members of the project team have worked together before on limited occasions.
<b>Very good (score 100)</b>	A strong team of very capable members, covering all the facets of the project in a well-organised manner. Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.

## Evaluation Schedule: Experience of the Key Staff

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity) of proposed team and proposed roles in team; positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts in the relevant fields as described below.
- 3) The key staff members’ / experts’ knowledge and capabilities of issues applicable to this tender, e.g. road network management, programme management, portfolio management, planning and budgeting, road design, pavement management, management of other consultant teams, construction documentation, procurement, contract management, supervision, quality control, payment certificates, road maintenance, detail and high-level reporting, etc. which is directly linked to the scope of work. – **key staff should be in the employ of the company.**

A CV of each key staff member of not more than 3 pages shall be included in the tender. The CV shall include the following sections:

1. Personal particulars
  - Name and surname,
  - Certified ID copy, or relevant document(s) (**work permit and ID number**) if not a South African citizen,
  - Place(s) of tertiary education and dates associated therewith, and
  - Professional awards.
2. Qualifications (degrees/diplomas certificates, grades of membership of professional societies and professional registrations) – **SAQA certificate if qualification obtained outside of SA.**
3. Name of current employer and position in enterprise.
4. Overview of post graduate / diploma experience (year, organization and position).
5. Outline of recent assignments / experience that has a direct bearing on the scope of work. The actual roles, responsibilities and achievements of the team member should be clear; vague statements like “involved in various projects” should be avoided.

The scoring of the experience of key staff will be as follows:

	<b>General qualifications</b> (Greater weighting will be given to the team leader)	<b>Adequacy for the assignment</b> (Greater weighting will be given to the team leader)	<b>Knowledge of issues pertinent to the project</b> (Greater weighting will be given to the team leader)
<b>Poor</b> <b>(score 40)</b>	Key staff have limited levels of general experience (Team leader 2 – 5 years, no Pr. Eng / Pr. Tech Eng)	Key staff have limited levels of project specific education, training and experience	Key staff have limited experience of issues pertinent to the project
<b>Satisfactory</b> <b>(score 70)</b>	Key staff have reasonable levels of general experience (Team leader 5 – 10 years, > 1 Pr. Eng / Pr. Tech Eng)	Key staff have reasonable levels of project specific education, training and experience	Key staff have reasonable experience of issues pertinent to the project
<b>Good</b> <b>(score 90)</b>	Key staff have extensive levels of general experience (Team leader 10 - 15 years, > 3 Pr. Eng / Pr. Tech Eng)	Key staff have extensive levels of project specific education, training and experience	Key staff have extensive experience of issues pertinent to the project
<b>Very good</b> <b>(score 100)</b>	Key staff have outstanding levels of general experience (Team leader > 15 years, > 5 Pr. Eng / Pr. Tech Eng)	Key staff have outstanding levels of project specific education, training and experience	Key staff have outstanding experience of issues pertinent to the project

## Evaluation Schedule: Tenderer’s (Company’s) Experience

The experience of the tendering firm(s) must be described, as opposed to the individual key staff members / experts, in similar projects or similar functional areas and conditions in relation to the scope of work.

The specific role, responsibilities and achievements of the firm should be clearly described, avoiding statements like “involved in Project X with a value of R100 million”, where the actual contribution of the firm was limited to a fee

Tenderers shall briefly describe their company's experience in this regard and attach to the tender document.

The description should be put in tabular form with (minimum) the following headings: **completed or/and ongoing projects undertaken within the last 5 – 10 years.**

Employer, contact person and telephone number	Description of work (service) (please provide portfolio of evidence i.e. appointment letter, reference letter indicating; project description, client, client contact details, appointment amount and contract duration, etc.)	Fee Value of work done by Tenderer (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

<b>Poor</b> (score 40)	Tenderer has limited experience (< 4 years' applicable experience)
<b>Satisfactory</b> (score 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment or on a comparable scale (4 - 6 years' applicable experience)
<b>Good</b> (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances (years' applicable experience) (7 – 10 years' applicable experience)
<b>Very good</b> (score 100)	Tenderer has outstanding experience in projects of a similar or greater nature (> 8 years' applicable high-level experience).

## Overall Score Sheet for Quality / Functionality Rating

The following Score Sheet will be used by the Evaluation Committee to evaluate the tender proposals on quality / functionality.

Name of Tenderer: .....

Quality criteria	Description of sub-criteria	Max number of points possible (a)	Score by panel member 1 (40/70/ 90/100) (b)	Score by panel member 2 (40/70/ 90/100) (c)	Score by panel member 3 (40/70/ 90/100) (d)	Average score of panel (e)	Average score x weight (e) x (a)/100
Approach paper which responds to the scope of work and outlines the	Technical approach and methodology	10					

Quality criteria	Description of sub-criteria	Max number of points possible (a)	Score by panel member 1 (40/70/ 90/100) (b)	Score by panel member 2 (40/70/ 90/100) (c)	Score by panel member 3 (40/70/ 90/100) (d)	Average score of panel (e)	Average score x weight (e) x (a)/100
<i>detailed proposed approach / methodology and work plan, complete with time frames, to ensure quality and timely delivery of the project deliverables annually</i>	<i>Work plan</i>	10					
<i>Evaluation Schedule: Proposed Organisation and Staffing</i>	<i>Structure and composition of team, main disciplines involved, the key staff members, expert responsibilities, roles and responsibilities of each key staff member / expert, job descriptions, sharing of duties and responsibilities in case of JVs or Consortiums</i>	25					
<i>Experience of the key staff (assigned project personnel) in relation to the scope of work, supported by CVs of proposed personnel for the project Composition of the team</i>	<i>Team composition, levels of general experience of each member in proposed roles</i>	5					
	<i>Adequacy of team members for the project, details of project specific education, training and experience in proposed roles</i>	10					
	<i>Experience of key staff of issues pertinent to the project in proposed roles</i>	10					
<i>Company's Experience</i>	<i>Previous experience of the company with respect to specific aspects of the project / comparable projects, with details of similar projects successfully implemented and contact details of the clients</i>	30					
		100	<b>Quality Score of Tenderer</b>				

The quality scoring will be conducted as highlighted below:

1. Score each criterion of each tender in the scale of 0, 40, 70, 90 or 100
2. Multiply each criterion score by its by Weight / 100
3. Add all criteria scores to get points out of 100 for each tender
4. Reject tenders with less than 70 points out of 100

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good,

respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

Quality is only used as for preliminary evaluation of responsive tenders.

Quality shall be scored by not less than three evaluators in accordance with the foregoing quality criteria schedules.

**MPUMALANGA PROVINCE: DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT**

**CONTRACT NR: PWRT/2460/26/MP**



**THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO:  
THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN  
MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

## Part T2: Returnable Documents

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### Contents:

**T2.1: LIST OF COMPULSORY RETURNABLE DOCUMENTS**

**T2.2 RETURNABLE SCHEDULES**

## T2.1: List of Returnable Documents

**The tenderer must complete the returnable documents as listed below.**

The tenderer is required to submit with his tender the **Compulsory Returnable Documents as listed here.**

Non-submission of any document may lead to disqualification of the tender.

Note that the complete tender document must also be submitted.

The tenderer must complete the following returnable documents and include with the tender submission:

### **Compulsory Returnable Schedules:**

- A. Duly signed bid documents (entire document) and all attached SBD forms.
- B. Fully completed Signed Form of Offer.
- C. Record of Addenda to Tender Documents (where applicable).
- D. If the bidder is a Joint Venture / Consortium /partnership, an original copy of such an agreement and a resolution by each partner to such joint venture / consortium /partnership authorizing its participation in the bid.
- E. Certified Identity documents (**work permit or passport if not South African citizen**) of Owners / Directors / Members / Shareholder (**not older than 3 months as at the closing date of the bid**).
- F. Closed corporations to attach an Association Agreement.
- G. SARS security pin issued by South African Revenue Services certifying that the taxes of the bidder are in order .
- H. Shareholders' Agreements / Share certificates / Memorandum of Association for Companies.
- I. Compulsory Enterprise Questionnaire.
- J. Certificate of Authority of an Entity.
- K. Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate e.g. Valid letter of Good Standing from the Department of Labour.
- L. Fully completed standard Bidding documents (SBD1, SBD 4, SBD6.1 and SBD 6.2).
- M. Fully completed original tender document.

### **Other Returnable**

- All bidders must be registered with the Central Supplier Database (CSD)

**NB: Where any of the compulsory returnable makes provision for signature, the schedule must be fully completed and signed, Failure to which the bidder will be automatically disqualified.**

### **Returnable Schedules required for Tender Evaluation Purposes:**

- Approach Paper, Execution Programme
- Evaluation Schedule: Proposed Organisation and Staffing

- Evaluation Schedule: Experience of Key Staff, Curriculum Vitae (not profile), Qualifications (*SAQA certificate if qualification was obtained outside of SA*)
- Evaluation Schedule: Tenderer’s Experience (*only projects undertaken within the last 5-10 years will be evaluated*)

**1. Other documents that will be incorporated into the contract**

- a) .....
- b) .....
- c) .....

**2. C1.1 Offer and acceptance**

**3. C1.2 Contract Data (Part C1.2)**

**4. C2.2 Activity schedule**

**5. Other**

- d) .....
- e) .....
- f) .....

## T2.2 RETURNABLE SCHEDULES

### INVITATION TO BID

SBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

BID NUMBER: PWRT/2460/26/MP      CLOSING DATE: As per tender advertisement  
 CLOSING TIME: As per tender advertisement

DESCRIPTION: PROGRAMME MANAGEMENT SUPPORT SERVICES TO THE CHIEF DIRECTORATE: TRANSPORT INFRASTRUCTURE for a Period of Three Years

The successful bidder will be required to fill in and sign a written Form of Offer and Acceptance

Bid documents may be deposited in a bid box as stipulated in the Tender Advert.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2011, the General Conditions of Contract for Professional Services and, if applicable, any other special conditions of contract.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT					
BID NUMBER:	PWRT/2460/26/MP	CLOSING DATE:	As per tender advertisement	CLOSING TIME:	As per tender advertisement
DESCRIPTION	PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>SECUNDA</b> , No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, <b>BUSHBUCKRIDGE</b> , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. <b>SIYABUSWA</b> Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. NT Ramoroka	CONTACT PERSON	Mr. N Chimusoro
TELEPHONE NUMBER	013 766 8640	TELEPHONE NUMBER	013 766 8518
FACSIMILE NUMBER	None	FACSIMILE NUMBER	None
E-MAIL ADDRESS	<a href="mailto:nramoroka@mpg.gov.za">nramoroka@mpg.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:chimusoron@mpg.gov.za">chimusoron@mpg.gov.za</a>
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

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

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



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

2.3.1 If so, furnish particulars:

.....  
 .....

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

**3 GENERAL DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....  
Signature

.....  
Date

.....  
Designation

.....  
Name of bidder

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

This preference form must form part of all 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**

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**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**

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

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

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

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

Ps = Points scored for price of tender under consideration Pt =

Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)
Enterprises/ companies owned by people without franchise in the national elections prior to 1994 (Africans, Indians and Coloured)	5			
Women	2			
Youth	2			
Persons with Disabilities	1			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name 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.

<b>SIGNATURE(S) OF TENDERER (S)</b>	.....
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....

**SBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub- contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

X is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

YES		NO	
-----	--	----	--

1. .1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):

..... NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, .....(full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity),  
the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS No. 1 \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS No. 2 \_\_\_\_\_ DATE: \_\_\_\_\_

**Certificate of Attendance at Briefing Meeting**

This is to certify that *(tenderer)* .....

of *(address)* .....

was represented by the person(s) named below at the compulsory briefing meeting held for all tenderers at *(location)* ..... on *(date)*..... starting at *(time)* .....

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

**Particulars of person attending the meeting:**

Name: ..... Signature: ..... Capacity:.....

Identity number:.....

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

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

**Record of Addenda to Tender Document**

The undersigned 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:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

## Compulsory Enterprise Questionnaire

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

**Section 1: Name of Enterprise:**

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

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number:

Close corporation number:

Tax reference number:

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise Name			

## Certificate of Authority of an Entity

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) Company	(II) Close Corporation	(III) Partnership	(IV) Joint Venture	(V) Sole Proprietor
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### (I) CERTIFICATE FOR COMPANY

I .....ID Number....., chairperson of the Board of Directors of ..... , hereby confirm that by resolution of the Board (copy attached) taken on ..... 20.....,

Mr/Ms ..... , acting in the capacity of ..... , was authorised to sign all documents in connection with this tender for Contract No.....and any contract resulting from it, on behalf of the company.

**Signature of Chairman:** .....

**As Witnesses:**

1 ..... Name in Block Letters .....

2 ..... Name in Block Letters .....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....

.....

hereby authorises Mr/Ms .....,

acting in the capacity of .....,

to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key members in the business trading as .....

.....

hereby authorises Mr/Ms .....,

acting in the capacity of .....,

to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorises Mr/Ms ..... , authorized signatory of the company.....

acting in the capacity of lead partner, to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it on our behalf. We accept that, as parties to the Joint Venture, we are jointly and severally responsible to the client.

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 AND CAPACITY
Lead partner		

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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

***[Important note to Tenderer: Certified copies of the Identity Documents must be included here in case of a Sole Proprietor]***

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

**Signature of Sole owner:** .....

**As Witnesses:**

1 ..... Name in Block Letters.....

2 ..... Name in Block Letters.....

**Date:** .....

**Registration Certificate of an Entity**

***[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, certified copies of ID documents for Sole Proprietors, must be attached. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement must be included].***

## Key Personnel

The Tenderer shall list below the personnel which he intends to utilize on the project, including key personnel.

**NOTE:** The Employer may insist that the specific people listed below be deployed on the project. Substitutes will only be considered if they are regarded as being at least as capable as those listed below, as per the Employers discretion.

No.	Category of Employee / Role on the Project	Number of Persons	
		Personnel, Part of the Tenderer's Organisation	Personnel to be contracted if not available within the employ of the company
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SIGNATURE: .....

DATE: .....

(of person authorized to sign on behalf of the Tenderer)



**MPUMALANGA PROVINCE: DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT**

**CONTRACT NR: PWRT/2460/26/MP**



**THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO:  
THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS,  
ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

## Part C1: Agreements and Contract Data

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### Contents:

**C1.1 Form of Offer and Acceptance (option 2)**

**C1.2 Contract Data for CIDB Standard Professional Services Contract**

## C1.1 Form of Offer and Acceptance (option 2)

<b>Offer and Acceptance</b>	
<b>Offer</b>	
<p>The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: <b>THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE YEARS</b></p>	
<p>The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.</p>	
<p>By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.</p>	
<b>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS (for all five Years)</b>	
..... Rand (in words);	
R ..... (in figures)	
<p>This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider in the conditions of contract identified in the contract data.</p>	
Signature	.....
Name	.....
Capacity	.....
<b>for the tenderer</b>	
.....	.....
.....	.....
(Name and address of organization)	
Name and signature of witness	..... Date: .....
CIDB / Professional registration number .....	

## Offer and Acceptance

### Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery, provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ..... Name .....

Capacity .....

**for the Employer: Mpumalanga Department of Public Works, Roads and Transport**

Riverside Government Complex

Building No 7, Second Floor

Government Boulevard

**MBOMBELA**

1200

Private Bag X11310

**MBOMBELA 1200**

Tel: (013) 766 6883

International Tel: +27 13 766 6883

Fax: (013) 766 8456

International Fax: +27 13 766 8456

(Name and address of organization)

Name and signature of witness ..... Date: .....

## Offer and Acceptance

### Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 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 changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

## C1.2 Contract Data (CIDB Standard Professional Services Contract)

**Function and broad outline of contents:** This document identifies which standard conditions of contract are applicable, and together with contract specific data, establishes the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract.

The Conditions of Contract are the *Standard Professional Services Contract (July 2009)*, Edition 3 of CIDB document 1015, published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

### Part 1: Data provided by the Employer

Clause	
	The Employer is the <b><i>Mpumalanga Department of Public Works, Roads and Transport</i></b>
3.4 and 4.3.2	The authorised and designated representative of the Employer is: Name: Mr. Nare Ramoroka email: nramoroka@mpg.gov.za The address for receipt of communications is: Telephone: 013 766 8640 E-mail: nramoroka@mpg.gov.za Facsimile: None Address: 16 Hope street, Mbombela, Mpumalanga, 1200
1	The Project is <b>Provision of Programme Management Support Services to the Transport Infrastructure Division in The Department of Public Works, Roads and Transport</b>
1	The Period of Performance is <b><i>three years (3 years)</i></b>
1	The start date of the project is 2 days after the Employer has signed the form of acceptance, or as per the letter of appointment signed by the HOD, DPWRT (preference for the latter)
3.4.1	Communications by facsimile is not permitted
3.5	The location for the performance of the Project is <b><i>Departmental Head Office, Mbombela, Mpumalanga. Roads Infrastructure is housed at 16 Hope street, Mbombela</i></b>
3.12	The penalty payable for late or sub-standard work is <b><i>R 10 000</i></b> per working day subject to a maximum amount of <b><i>R 4 000 000</i></b> for the duration of the contract, or as otherwise stated in the Contract Data. In case of gross under-performance Clause 3.12.2 will apply, even without the penalties reaching the maximum amount.
3.15.1	The programme shall be submitted within <b><i>21</i></b> calendar days of the award of the Contract.
4.3.1(d)	Due to the nature of the services, the Service Provider may be required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project. However, this will be more in an oversight role, as Programme Management.
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule The Service Provider is required to provide the following insurances: 1. Insurance against: <i>Claims from entities contracted by the employer (Consultants, Contractors, etc.)</i> Cover is: <b><i>R 5 000 000</i></b> Period of cover: <i>For the duration of the (Programme Management) contract, plus 1 year.</i> 2. Insurance against: <i>Liability arising from failure to properly perform and deliver in terms of the Contract, including acts or omissions resulting in the Employer incurring unnecessary expenditure (including, but not limited to, over-design, over-</i>

Clause	
	<p><i>measurement, or inflated invoices from Consultants and Contractors), as well as fruitless, wasteful, or irregular expenditure:</i></p> <p>Cover is: <b>R 5 000 000</b></p> <p>Period of cover: <i>For the duration of the (Programme Management) contract.</i></p>
7.1	Tenderers' attention is specifically drawn to this Clause 7.1.
7.2	<p>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule, and also as per:</p> <p>T.1.2: Evaluation Schedule: Proposed Organisation and Staffing and Evaluation Schedule: Experience of the Key Staff, and</p> <p>T.2.2: Key Personnel as in the returnable schedules</p>
7.2	This tender is based on the premise that most team members of the Tenderer will be deployed on a full-time basis for the duration of the contract.
8.1	The Service Provider is to commence the performance of the Services within <b>14</b> days of date that the Contract becomes effective.
8.2.1	The Contract is <b>concluded three years after the start date</b>
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed <b>2 months</b>
9.1	Copyright of documents prepared for the Project shall be vested with the <b>Employer</b>
11	<p>A Service Provider may subcontract work which he does not have the skill and competency to perform, within limits and only upon express approval by the employer. Such subcontracting shall be done in a seamless manner that does not change or disrupt the general and operational procedures of the service.</p> <p>The requirements of clauses 11.2 to 11.6 remain applicable.</p>
12.1.2 / 12.2	Interim settlement of disputes is to be by <b>mediation</b>
12.3	Final settlement is by <del>litigation</del> / <b>arbitration</b>
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by <b>SAACE</b>
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by <b>SAACE</b>
13.1.3	The Service Provider's Professional Indemnity Insurance shall cover all persons in a joint venture or consortium.
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to half the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events
13.6	The provisions of 13.6 do not apply to the Contract.
15	The interest rate will be the <b>prime interest rate of the Employers bank</b> at the time that the amount is due
	<p>The additional conditions of contract are:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

### Part 2: Data provided by the Service Provider

Clause	
1	The Service Provider is ..... Address: ..... Telephone: ..... Facsimile: ..... Email: .....
5.3	The authorised and designated representative of the Service Provider is: Name: ..... The address for receipt of communications is: Telephone: ..... Facsimile: ..... Address: ..... : .....
4	The Period of Performance is ..... .....
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are: Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: ..... Name: ..... Role: .....

**MPUMALANGA PROVINCE: DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT  
CONTRACT NR: PWRT/2460/26/MP**



**THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO: THE TRANSPORT  
INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND  
TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS**

## Part C2: Pricing Data

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**Contents:**

**C2.1 Pricing Instructions**

**C2.2 Activity Schedule, Quantities and Prices**

## Part C2.1: PRICING INSTRUCTIONS

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### 1. PREAMBLE TO THE PRICING SCHEDULE

**Notes:** The Pricing Schedule for this tender consists of a list of staff offered, as per Table C2.2. The standard requirements listed below should be applied mutatis mutandis to the said Table C2.2.

Fractions could be used for none-fulltime staff, eg. 0.6 x IT Expert.

- The Pricing schedule (Part C2.2 Activity Schedule / Bill of Quantities) includes estimated hours for a range of personnel covering the various tasks involved in the project. For the purposes of this Pricing schedule, the following words shall have the meanings hereby assigned to them:
  - **Unit:** The unit of measurement for each item of work as defined in the standard specifications or the project specifications
  - **Quantity:** The number of units of work for each item
  - **Rate:** The payment required per unit of work executed
  - **Amount:** The product of the quantity and the tendered rate
  - **Lump Sum:** An amount tendered for an item, the extent of which is described in the pricing Schedule, the specifications or elsewhere, but of which the quantity of work is not measured in units.
  - **Prov. Sum (Provisional Sum):** An amount allowed for an item, the exact extent of which is currently unknown. Such amounts are under the sole discretion of the Employer and can only be expended following a specific instruction from the Employer.
  - **Percent:** Mark-up percentage applied to an item.
  - **No.:** The number of items to which a rate is applied.
  - **PC Sum (Prime Cost Sum):** an allowance for the supply of work or materials to be provided by a contractor or supplier. The allowance is independent of any mark-up or labour by the Consultant.
  - **Rate only:** An amount to be entered by the Consultant for the specific item. No quantities are provided for these items. For Category A, B and C staff, refer to the ECSA guidelines for the categorisation of engineering staff and the DPSA guidelines for maximum limits
- This Pricing Schedule forms part of the contract documents and must be read in Conjunction with all the other documents comprising the contract documents.
- The estimated hours, disbursement quantities and provisional sums set out in the Pricing schedule are approximate values only. The values of work finally accepted and certified for payment, and not the values given in the Pricing Schedule, will be used to determine payments to the Consultant.
- The validity of the contract shall in no way be affected by differences between the values in the Pricing schedule and the values finally certified for payment.
- The hourly rates, disbursement sums, lump sums and rate only items shall include full Compensation for support staff (typists, filing etc.), overheads, profits, incidentals, tax (other than VAT), etc

- The bidder shall fill in an hourly rate or disbursement rate for each item where provision is made for it. Items against which no rate has been entered in the tender will not be paid for when the work is executed
- Bidders shall not enter "included" against any item, nor shall items be grouped together and a single amount entered. If a tenderer wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of Tender Data Para F2.12
- The bid hourly and disbursement rates shall be irrespective of any change in the quantities during the execution of the contract.
- The values of work or provisional sums stated in the Pricing schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the consultant.
- The value of work or provisional sums in the pricing Schedule shall not be regarded as authorisation for the consultant to engage sub-consultants or to execute work. The consultant shall obtain the Employer's approval prior to executing work or making arrangements in this regard.
- The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details.
- The hourly rates and disbursement rates filled in by the bidder in the Pricing Schedule shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the bid sum and the correctly extended and totalled Pricing Schedule; the rates will be regarded as being correct.
- The Employer shall have the right to make adjustments to the bid sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the consultant in making adjustments to the bid sum but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the bid sum will take place prior to the signing of the contract. In their own interest bidders must make certain of the correctness of their tendering rates, the extensions and the tender sum.
- A bid may be rejected if the hourly rates or disbursement rates (or hour quantities where no such quantities are provided) for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The bidder will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates (or hours where not provided in the Pricing Schedule) for the relevant items.
- All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.
- The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in Section C3: The scope of services (Section 4. Overview of Planned Work) included in this project document.
- The rates tendered for lump sum items shall be adjusted annually using CPI as published by Stats SA for the RSA.
- The bidder should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and hardware used by the Service Provider will be entertained and should be included within the rates tendered.

## Part C2.2: Pricing Schedule (Year 1, Amounts Exclude VAT)

Department of Public Works, Roads and Transport		Staff Pricing Schedule					Programme Management Support Services						
Fill in the blank (white) spaces only		Circle the numbers in yellow below where staff is offered and add others in white spaces					Column 10: Base calculations on team that can perform all requirements						
Item No.	Required Staff Description	Offered Staff Description	Roads Planning	Roads Design and Materials	Road Construction	Road Maintenance	Programme Oversight, Coordination and Reporting	Offered Actual CoE per person per year	Factor by which CoE is multiplied	Offered total cost per year per person	Number of Staff Offered	Offered cost per year for team	Minimum number of staff Required
1	Pr. Eng		1	1	1	1	1						1
2	Candidate Eng		1	1	1	1	1						1
3	Pr. Technologist			1	1	1	1						1
4	Candidate Technologist			1	1	1	1						1
5	Pr. Technician		1	1	1	1	1						1
6	Technician		1	1	1	1	1						1
7	Pr. QS						1						1
8	Candidate QS						1						1
9	Pr. Proj Man				1	1	1						1
10	Candidate Proj Man				1	1	1						1
A	Total Number and Cost of Staff Offered												
B	Additional Services (lump sum per year)												
	Strategic Support (Provisional Sum)												
	Training and capacitation (Provisional Sum)												
C	Disbursements (lump sum per year)												
	Travel and Accommodation												
D	Handover (Provisional Sum)												
Subtotal (A + B + C + D)												4 750 000,00	
VAT												4 250 000,00	
Total Amount Tendered												500 000,00	
												-	
												2 250 000,00	
												7 000 000,00	

### Notes:

- Disbursements will be governed by prescribed statutory guidelines as issued by the Dept of Public Works and DoT
- Disbursements will NOT be payable for Programme Management (%based fees) and normal reporting, correspondation, etc.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>C</b>	<b>DISBURSEMENTS</b>				
	Travel	km	20 000		
	Accommodation	Person per night	80		
<b>TOTAL CARRIED FORWARD TO STAFF PRICING SCHEDULE ITEM C ABOVE</b>					

## PRICING SCHEDULE SUMMARY

### SUMMARY OF SCHEDULES FOR A, B and C (YEARS 1, 2 and 3)

Assume a 5% rate of Inflation (CPA) for the calculation of Year 2 and 3's amounts.

SCHEDULE	AMOUNT (excl VAT)		AMOUNT (incl VAT)	
	R	c	R	c
A: YEAR 1				
B: YEAR 2				
C: YEAR 3				
TOTAL OF A, B and C				

The grand total of the amount including VAT will be the Contract Sum.

The grand total from the table above must match the amount on the form of offer.

**MPUMALANGA PROVINCE: DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT****CONTRACT NR: PWRT/2460/26/MP****THE PROVISION OF PROGRAMME MANAGEMENT SUPPORT SERVICES TO: THE TRANSPORT INFRASTRUCTURE DIVISION IN THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT IN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS****Part C3: SCOPE OF WORK****1. INTRODUCTION**

The Department of Public Works, Roads and Transport (DPWRT) is desirous to source external professional and technical capacity in the form of Program Management Support Services, alternatively called a Programme Management Unit (PMU). The naming of "PMU" has been accepted, but strictly speaking the function of Programme Management is done by the Departmental Officials, but with the much needed support of additional Professional and Technical Services, which is the subject of this tender.

The PMU will be responsible for the management of the Department's Transport Infrastructure Capital Expenditure (Capex) Program as well as certain aspects of preventive and routine maintenance, with the provisions as mentioned below.

The Professional and Technical **Support Services** in this context shall imply a variety of skilled and experienced technical expertise to virtually all the functions of Road Infrastructure. The PMU should also be fully resourced with their own office furniture and -equipment, ICT equipment, transport, consumables and other logistical requirements as deemed necessary by the Department. One office in the PWRT's Hope street building will be made available to the PMU.

The anticipated service will require shadowing of the Departments functions by rendering comprehensive services at arm's length. The Department will retain full responsibility, accountability and control over the Programme (meaning the Transport Infrastructure function), except where the PMU carries professional liability as stated in the Contract data.

The PMU shall constitute of a team of people experienced and trained in the knowledge areas pertinent to a roads and transport authority. This should include as many as possible of Engineers and associated technologists, technicians, Project Managers, Quantity Surveyors, etc. Personnel who are Professionally registered with the relevant National Councils are most preferred.

The Transport Infrastructure Program consists of the following:

- Road Infrastructure Portfolio management, consisting of two functions;
  - Roads Planning,
  - Programme Management – the Director is Mr Nare Ramoroka.
- Road Design, for all planned projects but also evaluating and approving designs by third parties like township developers;

- Road Construction, which includes new roads (very few), upgrade from gravel to surfaced, rehabilitation of roads (surfaced and unsurfaced) and ancillary infrastructure;
- Road Maintenance, including routine, special, preventative and bridge maintenance; and
- Public transport infrastructure to include bus shelters, non-motorised transport facilities, walkways and pedestrian bridges.
- EPWP reporting and compliance to prescripts.

The preferred tenderer will be expected to assist the Department in performing the above functions and also render support services such as refinement of policies, procedures, documentation, various ad hoc, weekly and monthly reports and the updating of the web-based IRM (National Treasury's Infrastructure Reporting Model).

Interested consultants or entities for this Contract must be adequately qualified and formally registered with relevant National bodies. Acceptable proof of such registration and applicable capacity statements for a program of this magnitude and nature must be included in your proposal.

### 1.1 Summary Scope of Work

- The PMU must perform **centralised** program management functions to include support and assistance to the following: -
  - Infrastructure planning;
  - Design review and approval;
  - Tender documentation development for Consultants and Contractors;
  - Specialised contract management issues;
  - Technical solutions and advise;
  - Third party adjudication of contractors and consultants' payment certificates;
  - Program financial management and control;
  - Program reporting and information consolidation and management with related tasks.
- The PMU must assist the Department to refine and implement Program norms and standards.
- The PMU must accept **full accountability and liability** (with adequate professional insurance) for the Program in all (reasonable) respects.
- The Program Managers have a **Program focus**, with very little site involvement. This shall mean that Program Management principles shall be used to manage the Program rather than a project management approach.
- The PMU must ensure that the Program is optimally managed within time, cost, scope and quality.
- The PMU must be able to assist the Department in carrying out ad hoc assignments or special task given to it as and when required. This often implies attending some Departmental meetings.

## 2. PLANNED WORK: ROAD INFRASTRUCTURE PMSS (PROGRAMME MANAGEMENT SUPPORT SERVICES)

### 2.1 Aim and Concept

The **aim** of this Contract is to effectively and efficiently manage the Transport Infrastructure Program, with related professional support services.

The **concept** is to contract a suitable Consultancy or a Consortium to perform the relevant Program Management functions on behalf of the Department.

The **extent** of services required from such a Consultancy or Consortium shall cover the full range of services covered by the Infrastructure Delivery Management System (IDMS). Various related operational tasks will also be included.

### 2.2 Short Task Description

The Consultant must provide management support for the implementation of the Transport Infrastructure Program, functioning as an extension of the Department.

### 2.3 Period of Service

The contract term is three (3) years, with an option to extend for a further period of up to two (2) years at the sole discretion of the Department, subject to satisfactory performance, operational requirements, budget availability and compliance with applicable procurement prescripts.

### 2.4 Specific Requirements regarding Empowerment

Skills and knowledge transfer, empowerment and capacity building are important objectives in this Contract.

### 2.5 Departmental Capacity Building

The Consultant must endeavour to assist the Department, its employees, interns and students as far as possible in terms of capacity building regarding all relevant aspects of this Contract.

## 3. DEVELOPMENT OBJECTIVES

The main development objective is to effect Infrastructure implementation and improved physical service levels for road transportation on the defined road network, in support of strategic National economic objectives.

Program management objectives include getting value for money on all program phases and components, optimised designs, high standards of project management and financial management, quality and time management.

The methodology addresses objectives in support of National procurement and empowerment initiatives, including training and capacity building at all levels. EPWP principles must be included where feasible.

Best practice procedures must be implemented, with special reference to Treasury and the CIDB requirements and guidelines. The Department needs assistance to implement the IDMS (Infrastructure Delivery Management System) as guided by National Treasury. The standard Treasury and CIDB documents and guidelines must be used *mutatis mutandis* as far as possible, including the professional Service contracts, tender conditions, etc. The GCC 2025, 4<sup>th</sup> edition and the latest Standard Specifications for Road and Bridge Works should be used for projects.

Where applicable, all Contractors must be registered with the CIDB. All projects must also be registered with the CIDB, including tenders and subsequent award to Contractors. A range of new requirements should be implemented in this regard.

## Task List and Expectations

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The task list and expectations for the service required will be discussed under the respective directorates in the Transport Infrastructure Programme. The technical support services will be rendered under the guidance and supervision of the respective Senior Manager of the directorates.

### 4. ROADS PLANNING

The Directorate is responsible for the following:

- a) Road network planning;
- b) Infrastructure planning;
- c) Integrated planning with municipalities' IDPs;
- d) Annual Road Infrastructure Asset Management Plan (RAMP);
- e) Operational Plan;
- f) Policy development;
- g) Refinement and development of norms and standards;

- h) Road protection;
- i) Systems development and management of the RAMS and MMS.

The PMU is expected to provide the necessary support services to enable the Senior Manager to achieve the objectives for these functions.

## **5. ROAD DESIGN AND MATERIALS**

The Directorate is responsible for the following:

- a) Design development for new, upgrade and rehabilitation of road infrastructure;
  - a. Over and above all the technical issues, obtaining environmental, WLU and other approvals are included.
- b) Evaluation and review of designs;
- c) Review and refinement of technical standards and specifications;
- d) Procurement of technical services (Consultants and Contractors);
- e) Tender document development;
- f) Material testing and laboratory services.

The PMU is expected to provide the necessary support services to enable the Senior Manager to achieve these functions.

## **6. ROAD CONSTRUCTION**

The Directorate is responsible for the following:

- a) Contract management;
- b) Cost management;
- c) Quality management;
- d) Scope management;
- e) Time management;
- f) Risk management;
- g) Payment verification;
- h) Occupational Health and Safety;
- i) Environmental compliance during construction;
- j) Works supervision, monitoring and control;
- k) Conflict resolution;
- l) Community liaison;
- m) Contractor development;
- n) EPWP;
- o) Social facilitation.

The PMU is expected to provide the necessary support services to enable the Senior Manager to achieve these functions.

## 7. ROAD MAINTENANCE

The Directorate is responsible for the following:

- a) Maintenance planning;
- b) Managing and coordinating of regional maintenance teams;
- c) Managing and coordinating of Siyatentela;
- d) Routine maintenance operations;
- e) Preventative maintenance operations to include regravelling, pothole repairs and resealing of surfaced roads;
- f) Prepare and manage various Term Contracts;
- g) Implementation of the MMS.

Although the PMU services will be limited in this regard, the necessary technical support will be required to enable the Senior Manager achieve these functions.

## 8. PROGRAMME OVERSIGHT, COORDINATION AND REPORTING

Other than the above-mentioned services, the scope of work shall also extend to the following programme management duties:

### 8.1 Programme Integration Management

The PMU must develop procedures and documentation for Program Integration Management:

- a) Programme Management System, Process and Procedures and IPIP (Infrastructure Program Implementation Plan);
- b) Integrated Programme Change Control.

### 8.2 Infrastructure Programme Timelines and Milestones

- a) During the first two months, the PMU must facilitate the development of a Program Timeline and clearly indicate milestones;
- b) To be done in close collaboration with the Department;
- c) A timeline must be developed for three sets of activities:
  - i) The functions of the Department, as Client, in managing its obligations.
  - ii) The functions of the PMU itself.
  - iii) Each project on the design and implementation program, with key dates and milestones.

### 8.3 Programme Financial and Cost Management

To a large extent, everything is governed by money, *value for money*, expenditure planning and forecasting, expenditure management, staying within budget at project and program level, managing down expenditure (to curb tendencies for scope creep, extensions, VO's and other issues that eventually increase costs) and expenditure reporting.

The PMU will be expected to *ensure adherence to all aspects of financial and expenditure management on the program*, and to ensure that all related requirements are met.

- a) Programme Funding management
  - i) Obtain approved budget statements from the Department, then analyse it in detail and workshop it with the Department.

- ii) Prepare monthly cash flow projections for each project.
- iii) Ensure synchronisation between approved budget, cash flow forecasts and eventual expenditure flows.
- a) Programme Cost Management
  - iv) Ensure that all aspects of the program adhere to planned approved budgets and cash flows.
- b) **A specific requirement and objective of the Department with the PMU is to manage Program and Project costs down as far as possible (best value for money, economically justifiable, realistic, appropriate, etc.).** It is known that some project consultants will rather over-design, or motivate for extension (longer section of road) of the project, or address design problems by variation orders during construction, and so on. Contractors will also attempt to make things easy for themselves and request extension of time, VO's, etc. The final cost of a project is largely determined during the design process; therefore the PMU will be expected to manage this aspect in detail and ensure that designs adhere to the guidelines provided by Planning, in terms of both scope and budget.

#### 8.4 Programme Quality Management

Quality management plans must be developed for all levels of the program, including physical construction quality, quality of designs, financial management, etc.

The PMU must ensure adherence by all parties to the quality management plan and procedures.

#### 8.5 Programme Performance Management

A system and procedures must be developed to manage performance at all levels of the Program, including:

- a) Progress and Performance Monitoring.
- c) Key Performance Indicators.
- d) External Evaluation.
  - i) A provisional sum must be provided (Schedule of Prices) for the Department, at its own discretion, to utilise a person or firm of its choice to perform selected evaluation and advisory functions.
  - ii) Such a service must be paid for by the PMU, on advice of the Department and based on invoices from the service provider.

#### 8.6 Programme Communication Management

A Communication plan must be developed for the Program that is practical and implementable. It should include:

- a) Objectives.
- e) Communications Plan Structure.
- f) Responsibility.

#### 8.7 Human Resources Plan

A Human Resources Plan must be developed for aspects related to the Transport Infrastructure Program. The PMU will not be responsible for the HR plan of the sub-branch Transport Infrastructure as a whole.

The objectives of this plan should include the deployment, capacitation and utilisation of Departmental staff (specifically Project Managers, but also others that are involved in the program).

Development of the PMU's own staff should also be addressed.

#### 8.8 Program Procurement Management

Procurement procedures must be documented as related to this Program. Although most detailed aspects are prescribed and documented by Supply Chain and Finance, the PMU must prepare a framework document to state

the selection of procedures and documentation to be followed in this program, with responsibilities (who does what).

## 8.9 Performance Reporting

From the above, the PMU must consolidate program performance reports in the templates and formats provided by the Department. The frequency and format of such reports may differ on the Department's discretion, but certain reports are prescribed in the DoRA, by DoT and Treasury. Examples of such reports include the Infrastructure Reporting Model (IRM), the IDIP report, the QPR Report and the general infrastructure program performance report.

## 9. OTHER SERVICES AND EXPECTATIONS

### 9.1 Infrastructure Delivery Management System

The Department intends to continuously review and refine existing standard operating procedures and process documentation in line with the Infrastructure Delivery Management System (IDMS). This will be complemented by ongoing training and capacity-building initiatives to strengthen institutional capability and ensure effective implementation of IDMS requirements. To that extent, the PMU will be required to:

- a) Refine program level documentation
  - i) Annual processes, overall management framework and responsibilities, etc.
- b) Refine IDMS procedures and documentation, conceptually based on Treasury and the CIDB's IDMS in the Toolkit, for every aspect of the program;
  - (i) The documentation must be practical and implementable, and by implication not too complex.
  - (ii) However, good program management may not be compromised by skimpy documentation.
  - (iii) All processes and documentation must meet with Treasury, Supply Chain, CIDB and other relevant requirements and guidelines.

### 9.2 Training and Capacity Building

- a) The PMU must facilitate a four-hour training workshop quarterly, aimed at Transport Infrastructure Programme personnel.
- b) The training should have a *Program Management focus* rather than technical aspects of road construction and related works, and may include issues like the IDMS, documentation, Departmental (Capex Program) procedures, financial program management, generic role of all relevant parties (Employer, Consultant, contractor, mentor, communities, regional offices, etc.)

### 9.3 Strategic Support

The Service Provider may be required to provide strategic in reviewing and improving the management of both road and building infrastructure assets. This includes the assessment of asset management systems, data quality, reporting, decision-support processes, maintenance planning and asset management practices to improve operational effectiveness and value for money.

The service provider shall provide strategic advice on enhancing asset management capabilities, infrastructure planning, performance monitoring, and compliance with applicable legislation, standards and departmental requirements. Services under this item shall only be undertaken upon written instruction from the Employer.

### 9.4 Environmental Management and Adherence

The PMU will be expected to:

- a) Refine strategic level Environmental policies and procedures for the Program, in adherence with the relevant Acts and Regulations.

- b) Refine generic specifications and related documents for the appointment and management of EIA and related firms by the Department for projects.
- c) Ensure that all Environmental requirements as per the relevant Acts and Regulations are met on all projects, including the National Environmental Management Act, (Act 107 of 1998). This Act prescribes the development of an Environmental Implementation Plan by each Department. Ensure that the relevant applications, processing and approvals are obtained before the project implementation.

## 9.5 Contract Between PMU and Department

- a) This tender document and the Standard Professional Services Contract will form the contract between the Department and the Capex PMU and cannot be replaced by other documents. However, in order to document issues in more detail, a comprehensive **SLA must be prepared (by the PMU, in consultation with and for approval by the Department) in order for the Department to manage its obligations in terms of this program. The SLA will also refine procedures for invoicing and performance management of the PMU by the Department.**

It may clarify Contractual matters as stated in the Contract Data and the Standard Professional Services Contract, but may not change the conditions of contract. The focus should be on operational procedures, timelines, resources, tasks, staffing, deliverables, etc.

## 9.6 Contracting of Consultants and Contractors

A Project consultant gets appointed by the Department for each project or combination of smaller works. They are responsible for the “normal” detail design, tender documentation and supervision functions.

- a) The engagement of project consultants must be scheduled so that design and documentation can be completed not more than 9 months and not less than 4 months before project construction.
- b) Consultants will be appointed directly by the Department, based on its standard panel and procurement procedures.
- c) All consultants and Contractors will be directly appointed by the Department, according to approved procurement procedures.
- d) All contracts will be with the Department as Employer, not with the PMU.
- e) However, all contracts will include a clause that authorise the PMU to perform its functions as a mandated agent of the Department.
- f) The PMU will be required to assist the Department in the preparation of related tender documents, submissions to the Bid Committee, tender adjudication, etc.

## 9.7 Role of Project Consultants

- a) Project consultants in this program should perform their “normal” duties in terms of design, documentation and supervision.
- b) They should not be expected to support or train contractors, as this may compromise their professional objectivity.
- c) Project consultants should be held accountable for their work, as intended in their relevant appointment, agreement and contract documents.

## 9.8 Fee Claims

This matter is discussed under the headings below.

### 9.8.1 Fee claims from PMU

- a) Fee claims by the Service Provider will be based on the team composition as set out in C2.2, plus disbursements as applicable;

- Travelling costs are only payable where the individual pay item description allows for such and where expenditure has been pre-approved by the Employer. The unit of measurement is the vehicle kilometre and shall include all costs associated with the travel. Travelling by other means, including air or rail, will be for the Service Provider's cost unless specifically approved in writing by the Employer.
  - Accommodation costs are only payable where the individual pay item description allows for such and where expenditure has been pre-approved by the Employer. The unit of measurement is the person night and shall include accommodation, meals and subsistence expenses unless otherwise stated in the Pricing Schedule.
- b) Each invoice shall be accompanied by a schedule as developed in the SLA that lists the various tasks that were performed, with an amount for each task. The sum of these amounts must balance with the sum of amounts claimed on the team basis (C2.2).
  - c) To be submitted monthly to the Department by the 15<sup>th</sup> of the following month, to ensure all expenditure for the invoice month has been reconciled and finalized. Invoices should be based on the Schedule of Prices breakdown and the various tasks performed, as set out in paragraph a) above.
  - d) The final format of the supporting documentation will be addressed during the program start-up.
  - e) The Department will then pay the PMU directly.

#### 9.8.2 Fee Claims from Project Consultants

- a) Project consultants must submit their fee claims to the PMU (after recorded by the Programme first) who must check, verify, record, and if necessary, correct it, and then certify it as correct once corrections, if any, are made.
- b) The PMU then submits all fee claims to the Department.
- c) Approval thereof shall lie with the Department's responsibility managers.

#### 9.8.3 Fee Claims – General

Each payment must be preceded by a few activities, amongst others:

- a) The service provider must be registered on the Financial System, which is a procedure that can take a few days. This applies mostly to new service providers to the Department;
- b) A requisition must be processed for an order to be generated;
- c) An official order must be generated and issued;
- d) For a first payment to a new supplier, or the first payment in a new financial year, a number of supporting documents are required from the supplier, including a valid original tax certificate;
- e) Once all documents are available, requirements met and signed (approved) by the relevant officials, the invoice gets processed to the Finance Committee;
- f) If approved by the Finance Committee, the package is processed for payment by Finance.

#### 9.8.4 Other Consultants

Other consultants like EIA, specialists, training, IT, etc. must follow the same procedure as project consultants if they work on a project or in a District, but in case of Head Office based services, they submit to the PMU.

## 9.9 Liability

It is an important principle in this entire Program Management approach that **each party must be held liable** for their duties, with specific reference to approvals of payment certificates and fee claims. This applies to Project consultants and the PMU.

### 9.10 Construction Progress Payments

- a) Project payment certificates are finalised and certified by the Project consultant, who then submit to the PMU (after recorded by the Programme first).
- b) The PMU will check, certify, record and submit to the Department.
- c) The Department will pay all parties directly, as per their contracts. See paragraph 9.8.3: Fee Claims – General above.

### 9.11 Design

- a) Project designs must be done by each project consultant, based on norms, standards and scoping as provided by the Department and the PMU, and with special reference to the Operational Plan and Budget.
- b) The PMU must manage the design process (together with the departmental design review committee) and ensure that the specified design parameters are met in terms of technical, economic, financial, EPWP and other compliance requirements.
- c) A **scoping report** must be prepared in all cases (except if otherwise instructed by the Department) and submitted to the PMU for verification and recommendation, and then to the Department, for **written approval** before the rest of the design process proceeds. Cost estimates and approximate cash flow projections must be included.
- d) Designs must be submitted to the Departmental Design Committee for final approval before any further commitments on the project.

### 9.12 Stage Approvals

- a) The PMU must ensure that each stage of a design, tender or construction project is formally approved and signed as such by an authorised person.
- b) The procedure should be based on the guidelines of the CIDB's IDMS as applicable to this program.
- c) Not all stages are required for all projects; for instance, a rehabilitation project does not need scoping, feasibility, preliminary design **and** detail design.

### 9.13 Tender & Contract Award

Tenders (in general) will be advertised by the department in the provincial tender bulletin and through the CIDB. Compliance and Tender evaluation must be done by ad hoc Bid Evaluation Committee, who will then submit a recommendation to the Bid Adjudication Committee. Tender awards must be recommended by the Departmental Bid Adjudication Committee, and if approved, by the HOD. The Department will then issue a letter of award.

The PMU must then ensure that all further processes are put in place and managed as relevant.

### 9.14 Project Implementation & Completion

The Contractors will construct projects under the supervision of the Project Consultants. (The details of construction supervision and related tasks can obviously not be included here).

The Departmental Project Coordinator for the project must attend the monthly site meetings.

### 9.15 Management and Support Functions

The Consultant is expected to perform additional support functions to the Department as listed below.

### 9.16 Quarterly Review Meetings

The PMU will be responsible to organise and manage, with the Department, quarterly progress meetings with all project consultants. The meeting may be with one consultant at a time (15 – 60 minutes) or collectively from time to time to address common issues, new procedures, etc.

At the progress meetings, the PMU must arrange for each project Consultant to provide written (maybe in the form of presentation) feedback on progress on the full scope of work performed during the previous quarter, as well as report on the planned work of the next quarter. The principles of peer review and capacity building is important, but above all the PMU must assist the department to efficiently and effectively manage the entire program in all respects.

The PMU must minute the meetings, distribute the minutes and follow up all action lists as appropriate.

Updating of the IRM and various other reports are at least partly based on information from these meetings.

The importance and significance of these quarterly meetings cannot be over-emphasised – this is where “it all comes together” if properly managed.

The DDG, HOD and MEC may also be invited to attend (parts of) these meetings, although the focus must be on Program Management issues.

### **9.17 Reports**

The PMU will be required to submit comprehensive monthly progress reports detailing progress, expenditure, problems, plans, and interventions on the templates and formats provided by the Department.

The Progress Report must report on progress on all projects and also the PMU’s own action list, and compare these with the approved program schedules, listing reasons for delays, if any, and their influence on the works programme. The expenditure to date in terms of the cash flow statement should also be reported on, in the required format and sufficient details.

#### **9.17.1 Monthly Reports**

- a) Prepare and submit monthly reports for the entire program
  - i) Expenditure must be reconciled with Finance (BAS) reports.
- b) Summarise progress and expenditure for the previous month
- c) Plan for the next month.

### **9.18 Adherence to PFMA, DoRA, Treasury Regulations and Related Guidelines**

It is an absolute requirement that the Program Manager ensures adherence to all relevant Public Sector financial guidelines in its own work, as well as on all projects and related processes.

Amongst others, the monthly IRM (Infrastructure Reporting Model) must be completed as required by Treasury and submitted to the DOT / Treasury, as may be agreed.

### **9.19 Audit Outcomes**

The Department plans to achieve a clean audit in the coming financial years. Through the assistance of the PMU, the Department wishes to make this a reality by effecting the necessary measures, internal controls and systems as stated above. Accurate and comprehensive record-keeping plays an important role in this regard.

### **9.20 Information Management Systems**

The PMU must provide continuous support and liaison with the different appointed service providers on the existing Information Management Systems i.e. RAMS and MMS. Such services will not be limited to data sharing and information integration.

The Web-based IRM has been much improved, with a number of detail and summary reports available to any registered user at any time. It is used more extensively than in previous years, and as such needs to be accurately and timeously updated.

## 9.21 Maintenance

### 9.21.1 Routine Maintenance

Routine road maintenance will continue to be done by the district structures of the department, but provision must be made for:

- Incorporation of routine maintenance expenditure into Program reports and data.
- Support to the Senior Manager: Maintenance in terms of term contracts and related tasks.
- Assistance with Routine Maintenance term contract management.

Liaison with District offices (Bohlabela, Ehlanzeni, Gert Sibande and Nkangala) must take place when necessary, but in concept on a limited basis.

### 9.21.2 General Routine Maintenance Support

The following support may be required from the PMU:

- a) Refine and compile term contract standard tender documents (most documents are already in use) for tender purposes;
- b) Assist with the specification of selected term contracts;
- c) Assist with tender processes for selected tenders, including tender documents, adjudication and recommendation and related matters;
- d) Assist Districts with the management and administration of routine maintenance contracts; and
- e) Related tasks.

## 9.22 Close-out

Project completion, defects liability and final payment procedures are included in this activity.

## 9.23 Work Breakdown for Each Year

The work breakdown for the full three-year period, as well as annual breakdowns, must be prepared and proposed as part of your submission (as stated in the tender data). For submission purposes a summarised approach may be allowed because all details are not known at this stage.

## 10. TASKS EXCLUDED FROM THIS CONTRACT

- a) Road network planning and management is excluded from this Contract, but provision must be made for the exchange and supply of required information like GIS data of design and construction projects, including as-built drawings.
  - b) Monthly site supervision and site meetings, except to carry out spot checks and resolve problematic issues that are of a complex nature.
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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.