



N3 TOLL CONCESSION (RF) (PTY) LTD

(Hereinafter referred to as N3TC)

PROFESSIONAL SERVICES PROJECT DOCUMENT (DETAILED DESIGN)

STATUS: TENDER DOCUMENT

BOOK 1 OF 2

CONTRACT NO: N3TC/CU-2022-101 (CS)

**UPGRADE OF THE N3 TOLL ROAD:
N3-7X km 36.0 TO km 63.0 AND N3-8X km 0.0 TO km 24.6
HIGHWAY SECTION 15XA and 15XB**

**Part of the operation and maintenance of the
N3 Toll Road under
Contract No: SAPR N0304102/1**

TENDERER'S NAME:.....

MAY 2022

BOOK 1 OF 2

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N3 TOLL CONCESSION (RF) PROPRIETARY LTD.
CONTRACT No.: N3TC/CU-2022-101 (CS)
CONSULTING ENGINEERING SERVICES FOR:
UPGRADE OF THE N3 TOLL ROAD: N3-7X km 36.0 TO km 63.0 AND N3-8X km 0.0 TO km 24.6
(HIGHWAY SECTION 15XA AND 15XB)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CLOSING TIME AND DATE (AT 14:00): Monday 20 June 2022

The N3 Toll Concession (RF) Proprietary Ltd. invites tenders from eligible Service Providers for the provision of Detailed Design, Construction Documentation and Procurement services. This project is in the province of the Free State. The approximate programme is for the Detailed Design Report as well as the Tender Documentation & Drawings to be completed by December 2023. The Tender period will be communicated separately but will not commence later than June 2024.

Only eligible tenderer's who comply with the criteria stated in the Tender Data will be considered in the award of this Contract. The intention is for N3TC to appoint a Lead Consultant who will take overall responsibility for project delivery. It is a condition of this Tender that the Lead Consultant appoint at least one (1) Sub-Consultant to assist in the provision of structural design services.

For tenderers to be eligible tenderers shall ensure that:

- The Tenderer has paid the prescribed tender fee;
- The Tenderer complies with the Tender rules and tender responds to the Specifications and Scope of Works.
- The Service Provider is PDE compliant or
- The PDE Shareholding (i.e. organisation/entity complying with the definition of PDE) in a Joint Venture/Consortium is at least 30%. No less than 30 % of the work shall be carried out by the PDE Shareholder who shall participate in all facets of the work.

Refer to Conditions of Tender Clause F1.3.3 for the definition of PDE.

Eligibility for the PDE requirement shall be assessed as part of the Technical evaluation. Tenderers shall demonstrate in their tenders that the PDE requirements are valid at the closing time for submission of tenders and shall ensure that they remain valid for the duration of the project.

TENDER DOCUMENTS

The tender document will be issued on 27 May 2022 and will be available on the N3TC website at the following address <http://www.n3tc.co.za/Tenders/CU-2022-101>.

Prospective Tenderers are required to pay a fee of R50,000.00 to be eligible to tender. On receipt of payment of the tender fee, the tenderer will receive access to further download documents as well as a link to the compulsory pre-tender meeting and the link to upload the completed tender. The tender fee will be refunded to the Tenderer within 28 days of the closing time of tenders if the tenderer submits a tender or gives notice to N3TC that a tender will not be submitted before the closing time of tenders.

N3TC BANKING DETAILS

The banking detail for payment of the tender fee is:

N3 Toll Concession (RF) Proprietary Ltd
Bank: First National Bank
Account No.: 62012311461
Branch Code: 255005
Account type: Corporate cheque account
Reference: Tender - Tenderer's Company name

TENDERER'S MEETING

A compulsory pre-tender meeting with representatives of N3TC and eligible tenderers will be held virtually on MS Teams on Friday, 3 June 2022 starting at 10:00. This is the only time and medium that such a meeting will be held.

TENDER NOTICE AND INVITATION TO TENDER CONTINUED

COMPLETION AND DELIVERY OF TENDERS

The closing time for receipt of tenders is as recorded in the tender notice and invitation to tender.

The tender submission shall be as follows:

- The tender submission shall be in accordance with the two-envelope method as described in the tender rules, however the actual submission is described below.
- Tenders are to be submitted electronically through the submission portal which link will be provided to each Tenderer after receipt of the tender fee.
- The electronic tender submission to be uploaded shall include the Technical Proposal as well as the Financial Proposal.
- For the Financial Proposal:
 - Firstly: The Tenderer shall save the Financial Proposal with a password that can only be opened using the password (in a zip file). This password protected Proposal shall be submitted electronically together with the Technical Proposal in separate files (“envelopes”) by the tender closing time.
 - Secondly: The Financial Proposal shall also be delivered in a sealed envelope (hard copy) to the Tender Box at the N3TC Head Office, 1st Floor Block D, Southdowns Office Park, 22 Karee Street, Irene 0157 by no later than 14H00 on Tuesday 21 June 2022 (i.e. within 24 hours after the tender closing time). The sealed envelope shall include a hard copy of the financial proposal together with the password required to open the Financial Proposal uploaded by the closing time for receipt of tenders.
 - Only the Financial Proposals of Tenderers who qualify, i.e. meet the minimum Technical evaluation score will be opened and all qualifying tenderers will be invited to the opening of Financial Proposals. Other financial proposals will be returned to the tenderers unopened.

Queries relating to issues arising from these documents may be addressed to:

N3TC: Tel (087) 285-6382

Mr CS Botha (christib@n3tc.co.za)

All queries must be in writing by e-mail and responses will be distributed to all eligible tenderers. The final date for receipt of queries will be Friday 10 June 2022.

T1.2 CONDITIONS OF TENDER

Notes to tenderer

- 1. The legislated Standard Conditions of Tender for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with the Employers special conditions of tender where the former is shown in standard format and the Employers amendments (i.e. special conditions) shown in italics.**
- 2. Tender Data and Tender Schedules are included separately after the tender conditions.**

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T1.2 CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents, *or any official in the public service or in the employ of an Organ of State*, in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not that is registered with a civil engineering professional body in South Africa.
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
- g) **tenderer** means any organisation who is represented by a duly authorised employee, partner, shareholder or director that responds to the Tender Notice by drawing tender documents
- h) **these conditions of tender** mean the Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) and the employer's Special Conditions of Tender, the latter are demonstrated by appearing in italics.
- i) **PDE** means any **organization** that is registered with a civil engineering professional body in South Africa, where the majority ownership (>50.1%) is held by citizens of the Republic of South Africa, who according to racial classification did not have the right to vote or had restricted voting rights immediately prior to the 1994 elections in South Africa.

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer *does not bind itself to accept the lowest or any other tender, and may, in addition, accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract.* The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months (*measured between the relevant closing dates of the abandoned tender and the re-issued tender*) unless only one tender was received and such tender was returned unopened to the tenderer, *or if there is agreement by the participating tenderers.*

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.1.7 Jurisdiction

Unless stated otherwise in the tender data, each tenderer and the employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of *attending any clarification meeting*) and any testing necessary to demonstrate that aspects of the offer complies with the requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential, *regardless whether or not a tender offer is submitted*, all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. *Any variation or deviation based on a point for which clarity should have been requested may render a tenderer's offer non-responsive in terms of F.3.8.*

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all *costs prescribed as being applicable to the specified pay items as well as all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. *Alternative tender offers shall not alter any contingency pay items provided in the tender documents, or offer fixed prices (except where such are provided in the postulated pricing schedule) or a fixed price contract.*

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

F.2.12.3 *Qualify a tender offer (except that no qualifications shall be in conflict with F.2.8) but undertake to do so by submitting such qualification in terms of F.2.12.1 and F.2.12.2.*

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be *modified, corrected*, withdrawn or substituted by giving the employer written notice before the closing time for tenders that a tender is to be *modified, corrected*, withdrawn or substituted.

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

F.2.17 Clarification or *withdrawal* of tender offer after submission

F.2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors or *adjusting of imbalanced rates*, by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

F.2.17.2 *Accept that the employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to the signing of a contract based on his tender offer:*

- a) *withdraws his tender; or*
- b) *gives notice of his inability to execute the contract in terms of his tender; or*
- c) *fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the employer; or*
- d) *fails to comply with a request made in terms of F.2.17.1 or F.2.18.1,*

in which case such tenderer shall be automatically barred from tendering on any of the employer's future tenders for a period to be determined by the employer, but not less than twelve (12) months, from the date of tender closure. The employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive and *may invoke the same remedy as provided for under F.2.17.2.*

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

F.2.18.3 *Accept the employer's right, at its sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Service regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the employer in terms of F.2.17.1. Comply with the employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the employer to declare such tender offer as non-responsive and may invoke the same remedy as provided for under F.2.17.2.*

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all invited tenderers who drew *tender* documents.

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

Return tender offers *withdrawn in terms of F.2.16.3* or received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation *equal to or more than* the minimum number of points for quality stated in the tender data, and announce the total price. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

F.3.7.1 Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the employer, at its sole discretion, to impose a specified period during which tender offers will not be accepted from the offending tenderer.*

F.3.7.2 *Communicate to other state tender boards, provincial tender boards or parastatal tender boards any tenderer disqualified in terms of special condition F.3.7.1.*

F.3.7.3 *Consider rejecting any tender offers received from tenderers who are involved in any form of litigation or legal proceedings by or against the Employer.*

F.3.7.4 *Reject any offer from a tenderer who has not been selected and invited to submit a tender. In the case of Joint Ventures or Consortia, the lead member of the joint venture or consortium must be a selected and invited tenderer.*

F.3.7.5 *Reject any offer from a tenderer that contains information or data that is not in compliance with the minimum key staff qualification requirements.*

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions, discrepancies and imbalanced unit rates

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

F.3.9.2 Check *responsive* tender offers for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- d) *imbalanced unit rates*.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors *or make adjustments* as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern and the *line item total* shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be *corrected*.
- c) *Where the unit rates are imbalanced request tenderers to amend and adjust any rates declared imbalanced by the employer while retaining the total of the prices derived after any adjustment made.*

F.3.9.5 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors or amend/adjust an imbalanced unit rate in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

The Technical evaluation panel will consist of at least two suitably qualified persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) 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 subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and 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.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend 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.
- e) 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 subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, 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.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data:

$$T_{EV} = (N_{FO} + N_Q) \times N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) 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 subclause is repeated.

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the tender data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P_m / P$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. (Excluding Prov. Sums) P is the comparative offer of the tender offer under consideration. (Excluding Prov. Sums)			

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_O / M_S$$

where: S_O is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Delegation of authority

The Employer may delegate any power vested in him by virtue of these Conditions of Tender to an officer or employee of the Employer.

T.1.3 TENDER DATA

T1.3 TENDER DATA

The Standard Conditions and the Employer's Special Conditions of Tender for Procurement 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/special conditions of tender.

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

Clause Number	Tender Data
F.1.1	<p>The Employer is N3 Toll Concession (RF) Proprietary Ltd. (N3TC). The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>1st Floor Block D Southdowns Office Park 22 Karee Street Irene 0157</p> <p>The Employer's address for communication relating to this project is:</p> <p>1st Floor Block D Southdowns Office Park 22 Karee Street Irene 0157 Email: christib@n3tc.co.za</p>
F.1.2	<p>The tender documents issued by the Employer will be in electronic (PDF) format and comprise the following: Book 1 of 2</p> <p>Part T1: Tendering Procedures</p> <ol style="list-style-type: none"> 1. T1.1 Tender notice and invitation to tender 2. T1.2 Standard and Special Conditions of Tender 3. T1.3 Tender data <p>Part T2: Returnable Schedules</p> <ol style="list-style-type: none"> 1. T2.1 List of returnable documents 2. T2.2 Tender schedules <p>Book 2 of 2</p> <p>Part C1: Agreements and contract data</p> <ol style="list-style-type: none"> 1. C1.1 Form of offer and acceptance 2. C1.2 Contract data 3. C1.3 Other contract forms <p>Part C2: Pricing data</p> <ol style="list-style-type: none"> 1. C2.1 Pricing instructions 2. C2.2 Pricing Schedules / Bills of Quantities <p>Part C3: Scope of work</p> <ol style="list-style-type: none"> 1. C3 Scope of work <p>Part C4: Site Information</p> <ol style="list-style-type: none"> 1. C4 Site Information <p>Part C5: Annexures</p> <p><u>THE FOLLOWING TO BE SUPPLIED UPON PAYMENT OF THE TENDER FEE:</u></p> <p>Part D: Relevant information from Preliminary Design</p> <ol style="list-style-type: none"> 1. Returnable Schedules in MS Word format 2. Preliminary Design Report in PDF format 3. Conceptual drawings in PDF format and working file format where applicable 4. Survey & Aerial Photography 5. Bridge Reports 6. Geotechnical Detail 7. RSP & FWD & Traffic 8. Relevant additional information

F.2.1	Only tenderers who are registered as Consulting Engineering Organizations, registered with a Professional Body and who are eligible may submit tenders. In the case of Joint Ventures or Consortia, all parties shall be registered as Consulting Engineering Organizations.
F.2.7	The date and arrangements for a compulsory pre-tender meeting are as stated in the Tender Notice and Invitation to Tender.
F.2.13.2	The returnable documents shall be completed in their entirety, submitted in electronic format as stated.
F.2.13.4	Submit the signed original tender offer electronically.
F.2.13.5	The Employer's address for submission of tender offers and identification details to be shown on each tender offer package is as stated in the Tender Notice and Invitation to Tender.
F.2.13.6	<p>A two-envelope procedure will apply as follows:</p> <ul style="list-style-type: none"> - The tender upload link will be provided to eligible tenderers. - "TECHNICAL PROPOSAL" upload in electronic format using the link provided. - "FINANCIAL PROPOSAL" Password protect and upload in electronic format using the link provided PLUS deliver in the Tender Box at N3TC Head Office within 24 hours of the stated closing time for receipt of tenders a hard (paper) copy plus the password to open the uploaded electronic financial proposal. This pack will remain sealed until the opening of Financial Proposals is announced. - The delivered hard copy of the Financial Proposal shall be submitted in a sealed envelope marked with the Employer's address, contract number and title as well as the tenderer's name. The envelope shall contain a letter stating the password to open the electronic submission file.
F.2.13.9	Tenders will only be accepted when submitted via the upload link provided by N3TC (by closing time) and subsequent delivery to the N3TC Tender Box of the Financial Proposal hard copy (within 24 hours after closing time).
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 12 weeks.
F.2.23	<p>The tenderer is required to submit with his tender copies of the following applicable completed forms/certificates:</p> <ul style="list-style-type: none"> i. Attendance at pre-tender Meeting will be monitored on the Virtual platform. ii. Certificate of Authority for signatory (see returnable schedule Form A2). iii. A current Tax Clearance and VAT Registration Certificate issued by the South African Revenue Services (see returnable schedule Form A6). iv. Certificate of Valid Professional Indemnity/Public liability insurance stating levels of cover (see returnable schedule Form A7). v. Letter from Bank stating credit rating and bank details (see returnable schedule Form A8). vi. Project structure and lines of responsibilities (see returnable schedule Form B3). vii. Certificate of Quality Systems (see returnable schedule Form B4). viii. Tenderer's BEE Verification Certificate (Form D1) ix. Proof of ownership of PDE enterprise. Main tenderer and or PDE sub-consultant.
F.3.4	<p>The time and location for opening of the financial offers shall be communicated to all tenderers having achieved the minimum number of points for quality as prescribed in F.3.5.</p> <p>The financial offers of all tenderers who failed to achieve the PDE requirement and/or failed to achieve the minimum number of points for quality shall be returned unopened.</p>
F.3.5	The minimum score for quality is 80 but may be adjusted at N3TC's discretion in the event that all tenders fail to achieve the threshold.

F.3.11.1	The procedure for the evaluation of responsive tenders is Method 4 . Np is 1 if the Tenderer complies with the PDE requirements in F.3.8 or 0 (zero) if the Tenderer does not comply with the PDE requirements. If two or more tenderers score equal points, the award must be decided by lowest price.											
F.3.11.7	The score for financial offer is calculated using Formula 2 (option 2) where, W ₁ is 70.											
F3.11.8	The scoring preference shall apply only in so far as for tenderers to be eligible they shall ensure that: The Service Provider is PDE compliant or The PDE Shareholding in a Joint Venture/Consortium is at least 30%. No less than 30 % of the work shall be carried out by the PDE Shareholder who shall participate in all facets of the work. Tenderers shall demonstrate in their tenders that this requirement is valid at the closing time for submission of tenders. N _P is 1 if the Tenderer complies with the PDE requirements in F.3.11.8 or 0 (zero) if the tenderer does not comply with the PDE requirements.											
F.3.11.9	<table><tr><td colspan="2">The quality criteria and maximum score in respect of each of the criteria are as follows:</td></tr><tr><td>Description of quality criteria</td><td>Maximum score for quality</td></tr><tr><td>Technical experience in comparable projects of both the Lead Consultant and Sub-Consultant.</td><td>5</td></tr><tr><td>Understanding of Scope of Works and presentation of Method Statement.</td><td>15</td></tr><tr><td>Technical ability of Key Persons assigned to the project. The Key Personnel who will be assessed under the quality criteria of the Tender Data are: <ul style="list-style-type: none">Project Leader (A)Design Specialist (Geometrics) (C)Design Specialist (Pavement and Materials Engineer) (C)Design Specialist (Structural Engineer) (A) Lead ConsultantDesign Specialist (Structural Engineer) (B) Sub-Consultant (A) = Employed by Lead Consultant (B) = Employed by Sub-Consultant (C) = Employed by either Lead Consultant or Sub-Consultant</td><td> <</td></tr></table>		The quality criteria and maximum score in respect of each of the criteria are as follows:		Description of quality criteria	Maximum score for quality	Technical experience in comparable projects of both the Lead Consultant and Sub-Consultant.	5	Understanding of Scope of Works and presentation of Method Statement.	15	Technical ability of Key Persons assigned to the project. The Key Personnel who will be assessed under the quality criteria of the Tender Data are: <ul style="list-style-type: none">Project Leader (A)Design Specialist (Geometrics) (C)Design Specialist (Pavement and Materials Engineer) (C)Design Specialist (Structural Engineer) (A) Lead ConsultantDesign Specialist (Structural Engineer) (B) Sub-Consultant (A) = Employed by Lead Consultant (B) = Employed by Sub-Consultant (C) = Employed by either Lead Consultant or Sub-Consultant	 <
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	c) the tenderer has fully completed all returnable forms. d) the tenderer provides document substantiating the appointment of at least one (1) Sub-Consultant to assist in the provision of services.
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1.

N3 TOLL CONCESSION (RF) PROPRIETARY LTD.
CONTRACT No.: N3TC/CU-2022-101 (CS)
CONSULTING ENGINEERING SERVICES FOR:
UPGRADE OF THE N3 TOLL ROAD: N3-7X km 36.0 TO km 63.0 AND N3-8X km 0.0 TO km 24.6
(HIGHWAY SECTION 15XA AND 15XB)

Part T2: Returnable Schedules

T.2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

1. Returnable schedules have been separated into the following categories:
 - i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C and D).
 - ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).
2. Failure to fully complete the relevant returnable documents shall render such a tender offer unresponsive.
3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

T.2.1 LIST OF RETURNABLE SCHEDULES

Notes to tenderer:

1. This form has been created as an aid to assist the tenderers with the completion of the returnable forms and schedules and subsequent placement in the correct envelope.
2. The electronic format for the submission of the relevant forms is indicated in the schedule below.

FORM NO		FORM DESCRIPTION	TICK IF COMPLETED	ENVELOPE
		INCLUDED IN TECHNICAL PROPOSAL		
A1:		CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	*1	TECHNICAL PROPOSAL (1 ST ENVELOPE)
A2:		CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1	
A3:		COMPULSORY ENTERPRISE QUESTIONNAIRE FOR LEAD CONSULTANT AND SUB-CONSULTANT	*2	
A4:		SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDER	*2	
A5:		SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1	
A6:		CERTIFICATES OF TAX COMPLIANCE FOR LEAD CONSULTANT AND SUB-CONSULTANT	*1	
A7:		CERTIFICATE OF INSURANCE COVER FOR LEAD CONSULTANT AND SUB-CONSULTANT	*1	
A8:		TENDERER'S CREDIT RATING AND BANK DETAILS FOR LEAD CONSULTANT AND SUB-CONSULTANT	*1	
A9:		DECLARATION OF TENDERER'S LITIGATION HISTORY FOR LEAD CONSULTANT AND SUB-CONSULTANT	*1	
A10:		SCHEDULE OF CURRENT COMMITMENTS FOR LEAD CONSULTANT AND SUB-CONSULTANT	*1	
A11:		POSSIBLE COMMITMENTS OF KEY PERSONNEL	*1	
B1:		CANDIDATE'S TECHNICAL/MANAGERIAL RECORD	*1	
B2:		CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD	*1	
B3:		TENDERER'S PROJECT STRUCTURE	*1	
B4:		CERTIFICATE OF QUALITY SYSTEMS	*1	
B5:		PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1	
B6:		OHS SPECIALIST	*1	
D1		TENDERER'S BEE VERIFICATION CERTIFICATE FOR LEAD CONSULTANT AND SUB-CONSULTANT	*2	
		INCLUDED IN FINANCIAL PROPOSAL		
C1.1.1		FORM OF OFFER	*2	FINANCIAL PROPOSAL (2 ND ENVELOPE)
C1.2.3		CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2	
C2.2		PRICING SCHEDULE	*2	
C3.2		BREAKDOWN OF RATES	*1	

NOTES:

*1- SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

*2- SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

T.2.2 RETURNABLE SCHEDULES

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**FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING FOR CONTRACT
NO: N3TC/CU-2022-101 (CS)**

Notes to Tenderer:

- 1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.**

This is to certify that I,

.....

in my capacity as

represent (insert name of tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

Attended the clarification meeting (*insert date & time*) conducted
by

TENDERER'S REPRESENTATIVE (Signature)

EMPLOYER'S REPRESENTATIVE (Signature)

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

- 1) The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners. Scan a copy of the resolution on CD.
- 2) In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out;
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of the designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
- 3) The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

Mr/Ms, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no.

NRA (insert contract no. and description)

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

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

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

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

.....
SIGNATURE

.....
SIGNATURE

.....
NAME (print)

.....
NAME (print)

FORM A3: COMPULSORY ENTERPRISE QUESTIONNAIRE

Notes to tenderer:

- 1) Any legal person, including persons employed by the Employer or the State, or persons having a kinship with persons employed by the Employer or the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the Employer or the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - the tenderer is employed by the Employer or the State; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender
2. **Definitions:**
 - 2.1 "State" means:
 - a) any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
 - b) any Municipality of Municipal Entity;
 - c) Provincial Legislature;
 - d) National Assembly or the National Council of Provinces; or
 - e) Parliament.
 - 2.2 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

The names of all directors/trustees/shareholders/members (attach a separate page if more than 3 directors/trustees/shareholders/members):

Name	Director/Trustee/ Shareholder/ Member	Identity number*	Personal income tax number*	Employee/ Personal number

Section 6: Record in the service of the State

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

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

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

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

*insert separate page if necessary

Section 7: Declaration of Interest:

If any legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of this tender, or where it is known that such a relationship exists between the person/s for on whose behalf the declarant acts and person/s who are involved with the evaluation and/or adjudication of the tender:

1. Are you or any person connected with the tenderer presently employed by the State?	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. If so, furnish the following particulars: - Name of person/director/trustee/shareholder/member - Name of State institution at which you or person connected to the tenderer is employed - Position occupied in State institution
3. If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside Employment in the public sector?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. If yes, did you attach proof of such authority to the tender document? <i>(Note: Failure to submit proof of such authority, where applicable, may result in disqualification of the tender.)</i> If no, furnish reasons for non-submission of such proof.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Did you or your spouse or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the State in the previous 12 months? If so, furnish particulars.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and/or adjudication of this bid? If so, furnish particulars.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7. Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender? If so, furnish particulars.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8. Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are tendering for this contract? If so, furnish particulars.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Section 8: Declaration

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

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

I, the undersigned
certify that the information furnished in Form A3 above is correct. I accept that the Employer may reject the tender or act against me in terms of F.3.7 of the Conditions of Tender should this declaration prove to be false.

.....
Signature (duly authorised)

.....
Date

.....
Position

.....
Name of Enterprise

FORM A4: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY TENDERER:

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

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

SIGNED BY TENDERER:

FORM A6: CERTIFICATES OF TAX COMPLIANCE

The tenderer shall attach to this page a current Tax Clearance certificate and VAT Registration certificate which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

SIGNED BY TENDERER:

FORM A7: CERTIFICATE OF INSURANCE COVER

Refer to Conditions of Contract Clause 5.4.

Notes to tenderer:

- 1 In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.**

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

- i) Name of Tenderer:.....
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity (for each and every case)
Company:
Value:
 - General public liability
Company:
Value:
 - Third party liability
Company:
Value:
 - Motor Vehicle Liability
To be provided before commencement of activities.

SIGNED BY TENDERER:

FORM A8: TENDERER'S CREDIT RATING AND BANK DETAILS

Notes to tenderer:

- 1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that the bank in addition to the information required below accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.**
- 2. The tenderer's banking details as they appear below shall be completed.**
- 3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.**

The tenderer shall provide the following:

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

SIGNED BY TENDERER:

FORM A9: DECLARATION OF TENDERER'S LITIGATION HISTORY**Note to tenderer:**

The tenderer shall list below details of any relevant litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED BY TENDERER:

FORM A10: SCHEDULE OF CURRENT COMMITMENTS**Notes to tenderer:**

1. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer shall be reported to SANRAL and automatically barred from tendering on N3TC projects for a period of at least 3 (three) years from the date of tender closure.
2. The tenderer shall list below all projects with which proposed personnel are currently involved.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

NAME & POSITION	PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

SIGNED BY TENDERER:

FORM A11: POSSIBLE COMMITMENTS OF CORE PERSONNEL**Notes to tenderer:**

1. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer shall be reported to SANRAL and automatically barred from tendering on N3TC projects for a period of at least 3 (three) years from the date of tender closure.
2. The tenderer shall list below all projects/tenders for which the proposed core personnel have been proposed, and for which results of an award are unknown at the date of tender closure of this project.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict. The Employer will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded this project as well as one of the others listed on this list. The Employer reserves the right to select according to its best interest and not the tenderers.

NAME & POSITION	PROJECT	CLIENT / REGION	START DATE (M/Y)	DURATION (MONTHS)

SIGNED BY TENDERER:

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)	CURRENT EMPLOYER

Technical/Managerial Experience

(List only the most recent 5 projects that the tenderer considers relevant to the specified scope of works)

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

Comments:

I declare that I have read and understand the meaning of the Note to tenderer # 4 on page T-24 and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

Notes to Tenderer and compiler:

1. Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's design or construction team. The same candidate may be proposed for more than 1 position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team, then separate forms for each position must be completed. However, the same candidate may not be proposed for more than 1 position in the construction phase.
2. Use abbreviations and acronyms in Table but clarify in comments what they stand for.
3. Project type – select from the list in the table below. If the list, in the opinion of the tenderer, does not contain an appropriate match of the project being registered then select what is closest to it in the selection list and in the comment space provided clarify what its relevance is to the project tendered.
4. Year started – Design phase: for the relevant experience during the design phase, state the month and year of start and end (or current date if position is still occupied) of involvement in design
 - Construction phase: for the relevant experience during the construction phase, state the month and year of start and end (or current date if position is still occupied) of involvement in construction. In the event that the project has been designed only, or is still in the design phase clarify in the comments area that the project experience is for design only.
5. Value means the completed value of the works including all extra works, (including claims) contract price adjustment and VAT. If construction is not complete, or is still in design phase insert the total value of construction (as before) followed by (E) showing it is the estimated value.
6. Select from the list in the table below the position held by the candidate.
 If, in the opinion of the tenderer, there is no equivalent position, select what is closest to it in the selection list and, in the comment space provided clarify in what aspects it differs.
7. Give the name, position held and contact number of the responsible person acting for the listed client and who will be able to vouch for the accuracy of the information provided.

Positions (Notes 1 and 6)	Abbreviation	Project Type (Note3)	Abbreviation
Project leader (the engineer for design phase)	PL	Ad-Hoc Maintenance – Road Marking	MAM
Alternate project leader	APL	Ad-Hoc Maintenance – Road Signs	MAS
Design specialist	DS	Routine Road Maintenance	RRM
Design assistant	DA	Maintenance, Periodic – Slurry, rejuvenation, etc	MPP
Contract engineer (the engineer construction phase)	CE	Maintenance, Periodic – Reseal	MPS
Alternate Contract Engineer	ACE	Maintenance, Periodic – Asphalt	MPA
Resident engineer	RE	Maintenance, Special – reseal	MSS
Assistant resident engineer	ARE	Maintenance, Special – Asphalt	MSA
Materials technician	MT	Maintenance, Special – concrete	MSC
Contracts manager	CM	Maintenance, Special – structures	MSB
Site agent	SA	Maintenance, Special – geotechnical	MSG
Project Engineer (Employer)	PE(E)	Development, Strengthening – reseal	DSS
Route Manager	RM	Development, strengthening – asphalt	DSA
Assistant Route Manager	ARM	Development, strengthening – concrete	DSC
		Development, strengthening – geotechnical	DSG
		Development, strengthening – structures	DSB
		Development, Improvements – reseal	DIS
		Development, improvements – asphalt	DIA
		Development, improvements – concrete	DIC
		Development, improvements – structures	DIB
		Development, improvements – geotechnical	DIG
		Development, new – reseal	DNS
		Development, new – asphalt	DNA
		Development, new – concrete	DNC
		Development, new – bridges	DNB
		Development, new geotechnical	DNG

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	OHSAP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration						
Registration number				Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration						

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer # 4 on page T-22 and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

Comments:

Notes to tenderer and candidate:

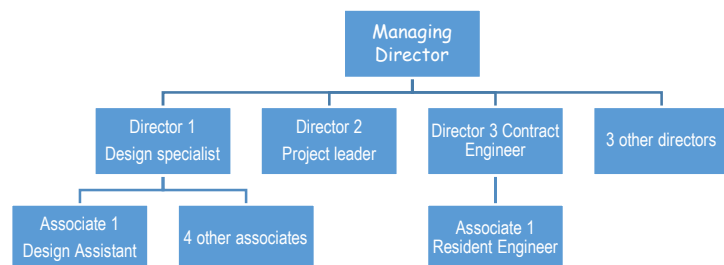
- 1) Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's design or construction team. The same candidate may be proposed for more than 1 position simultaneously, in which case it is advisable to complete different forms for each position to demonstrate the candidate's training in the engineering field. However, the same candidate may not be proposed for more than 1 position in the construction phase.
- 2) Select from the list of company positions in the table below the actual position that the candidate occupies in the tenderer's organisational structure.
- 3) Each candidate must provide the relevant level of registration (e.g. Fellow, associate, candidate, professional etc) registration number and registration date for each of the listed professional bodies. If different from those in the pro-forma, then the candidate must list the equivalent body with which he/she is registered and in the space provided for comments give a brief explanation of that body.
ECSA = Engineering Council of South Africa
SACPCMP = South African Council for the Project and Construction Management Professions
OHSAP = Occupational, Hygiene, Safety and Associated Professions
- 4) Select from the list of course types given in the table below. If, in the opinion of the candidate, there is no equivalent course type select what is closest to it in the selection list' and explain in the space made available.
- 5) Select from the list of host institutions given in the table below. If, in the opinion of the candidate, there is no equivalent host institution select what is closest to it in the selection list and in the space provided explain differences from those in the selection list.
- 6) Select from the list of participative levels given in the table below. If, in the opinion of the candidate, there is no equivalent participation activity, select what is closest to it in the selection list' and in the space made available explain differences from the selection list.
- 7) Only enter courses attended within the last five years. Give month and year of the course.
- 8) Select from the list of Study Fields

Position proposed (Note 1)	Abbreviation	Position in company (Note 2)	Course Type (Note 4)	Host Institutions (Note 5)	Participative Levels (Note 6)	Field of Study (Note 8)
Project leader (the engineer for design phase)	PL	Director (with executive powers)	Conference	Academia	Presenter	Technical
Alternate project leader	APL	Director (without executive powers)	Seminar	Registered training institution	Delegate	OHS – Any Occupational Health and Safety Act 85 of 1993 courses and associated Regulations for General, Health, Mechanical and Electrical courses
Design specialist	DS	Associate (with shares)	Study Course	Industry	Attendant	
Design assistant	DA	Associate (without shares)	Workshop		Lecturer	
Contract engineer (the engineer construction phase)	CE	Employee (engineer/technician)			Co-ordinator	
Alternate Contract Engineer	ACE	Contracted engineer/technician			Author	
Resident engineer	RE				Student	
Assistant resident engineer	ARE					
Materials technician	MT					
Contracts manager	CM					
Site agent	SA					
Project Engineer (Employer)	PE(E)					
Route Manager	RM					
Assistant Route Manager	ARM					

FORM B3: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form. The project structure must clearly show the roles and responsibilities of the Lead Consultant and the Sub-Consultant.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA.
5. Registered professional engineers, technicians or technologists means those who are involved in the road construction/transport industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



	Lead Consultant	Sub-Consultant
Head Office:	State City/Town	State City/Town
Other Offices:	Only list number, localities not required	Only list number, localities not required
Registered Professionals: ECSA	List only in road construction/transport industry	List only in road construction/transport industry
Registered Professionals:		
Registered Professionals: OHSAP		
Total Employees :		
% share in JV agreement		

FORM B4: CERTIFICATE OF QUALITY SYSTEMS

Note to tenderer:

- 1. Attach to this form a current ISO, or similar system, certificate or brief summary of the in-house systems used.**
- 2. Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes. In particular, an overview of the Site Management System to be implemented must be presented.**
- 3. Summaries shall not be more than 2x A4 pages**
- 4. Only relevant ISO accreditation contemplated for the work specified shall score maximum points.**

SIGNED BY TENDERER:

FORM B5: PRELIMINARY PROGRAMME, PROJECT UNDERSTANDING AND APPROACH

The tenderer shall attach a preliminary programme reflecting the proposed sequences and tempo of execution of the various activities.

Note to tenderer: Limit this to five pages.

The tenderer shall include as an Appendix an appreciation of the Project, which shall include:

- 1. General overview of understanding of the Employers Requirements (Parts 1 and 2)**
- 2. Understanding of the establishment of Liaison Committees: FS DOT/SANRAL/N3TC**
- 3. Design approach to be followed Part 1:**
 - a. Assessment of Preliminary Design Report**
 - b. Road Geometrics**
 - c. Elimination of direct accesses. Grade separated intersections and related structures**
- 4. Design approach to be followed Part 2:**
 - a. Overpass Structures, phasing of bridge reports and detailed design**
 - b. Widening of under pass structures. Review of bridge reports and detailed design**
 - c. Road Geometrics - highway**
 - d. Elimination of direct accesses. Access road network**
 - e. Median barrier and shoulder widening**
 - f. Property reports**
- 5. Geotechnical Investigations, material utilisation and borrow pits**
- 6. Pavement Rehabilitation:**
 - a. Pavement testing proposal including type and frequency of testing; (This is not binding but must give evaluation team a clear understanding on the quantum anticipated. The Service Provider will however be financially penalised should the final investigation testing be excessively high in relation to this proposal (see * below))**
 - b. Typical treatments that will be considered**
 - c. Proposal for a final wearing course**

The preliminary program shall include;

- 1. Indication of ability to comply with proposed program (Clause C3.1.8).**

** For the purposes of clarity and relating to the pavement testing proposal, the following shall apply:*

The intention of the testing proposal is to inform the Employer / Evaluation Team of the Tenderers intention and testing requirements. The intention would be to carry out sufficient and necessary testing without being excessive. During the evaluation, the tenderer's score will be penalised for an excessive testing requirement under the quality criteria, "Understanding of Scope of Works". Too little testing will be equally penalised during tender evaluation. In addition, should the successful Service Provider order testing exceeding the proposed testing, the Service Provider shall make a financial contribution of 30% of the cost for that additional testing.

Refer to Site Information Clause C4.4.

SIGNED BY TENDERER:

FORM B6: OHS SPECIALIST

Personal Details of Candidate

Name	Date of Birth (yyyy/mm/dd)	Level of Registration (Note 1)	Professional Body Registered with and Registration Number	Position in Company (Note 2)	Date of Registration (yyyy/mm/dd)

Comments:

SIGNED BY TENDERER:

Notes to tenderer and candidate:

- 1) Select from the list below the level of registration.
- 2) Select from the list of company positions in the table below the actual position that the candidate occupies in the tenderer’s organisational structure

Level of Registration (Note 1)	Position in Company (Note 2)
Co-ordinator	No contracted or in-house registered candidate
Practitioner	Registered candidate is contracted in
Professional	Registered candidate in-house

Notes to Tenderer:

1. The tenderer shall attach to this form a valid, original or original certified copy of the B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a Joint Venture (JV) or Consortium is formed; a Joint Venture Agreement, including individual B-BBEE certificates will be sufficient. A consolidated B-BBEE certificate will not be required.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
 - (h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been verified.
 - (i) The broad-based BEE status level.
 - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities.
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.
5. The B-BBEE Certificate will be used to validate the PDE shareholding of the Parties.

SIGNED BY TENDERER:.....