



**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF TRANSPORT**

TENDER DOCUMENT FOR PROFESSIONAL SERVICE PROVIDER

**PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR:
THE UPGRADE OF DISTRICT ROAD D457 FROM 2+000 KM TO 12+200 KM IN THE
PIETERMARITZBURG REGION**

TENDER NUMBER: ZNB00500/00000/00/HOD/INF/21/T

Name of Tenderer:
.....

**This tender closes at 20 May 2021 at the offices of the Department of Transport located at
172 Burger Street, PIETERMARITZBURG**

NO LATE SUBMISSIONS WILL BE CONSIDERED

Issued by:
The Department of Transport
172 Burger Street
PIETERMARITZBURG
3201

Contact Name: Mr S.S. Nkosi
Telephone: (033) 355-8897

Enquiries:
The Department of Transport
172 Burger Street
PIETERMARITZBURG
3201

Contact Name: Mr B Myeza
Telephone: (033) 355-0573

Tender Notice and Invitation to Tender

KWAZULU-NATAL DEPARTMENT OF TRANSPORT requests Tender proposals from Professional Service Providers for the Upgrade of District Road D457 from km 2 to km 12.2 in the Pietermaritzburg Region

It is envisaged that interested service providers, who are in the **Civil Engineering Sector** and who satisfy criteria stated in the Tender Data, may submit Tender offers.

The KwaZulu-Natal Department of Transport is applying a pre-qualifying criteria for this bid in terms of Regulations 4 of the PPPFA Regulations, 2017. Tenderer who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this tender are as follows:

Only these tenderers may respond -

- (a) a tenderer having a level 1 B-BBEE status level of contributor; and
- (b) a tenderer subcontracting a minimum of 35%
 - (i) an EME or QSE which is at least 51% owned by black people.

Tenderer that fails to meet the pre-qualifying criteria will be deemed non-responsive and will not be evaluated further.

Tender documents will be available on the e-tender website and must be downloaded.

Tender document will also be available at KZN Department of Transport, Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg 3201 as from 22 April 2021 up until 05 May 2021 - Monday to Friday between 08h00 to 15h30

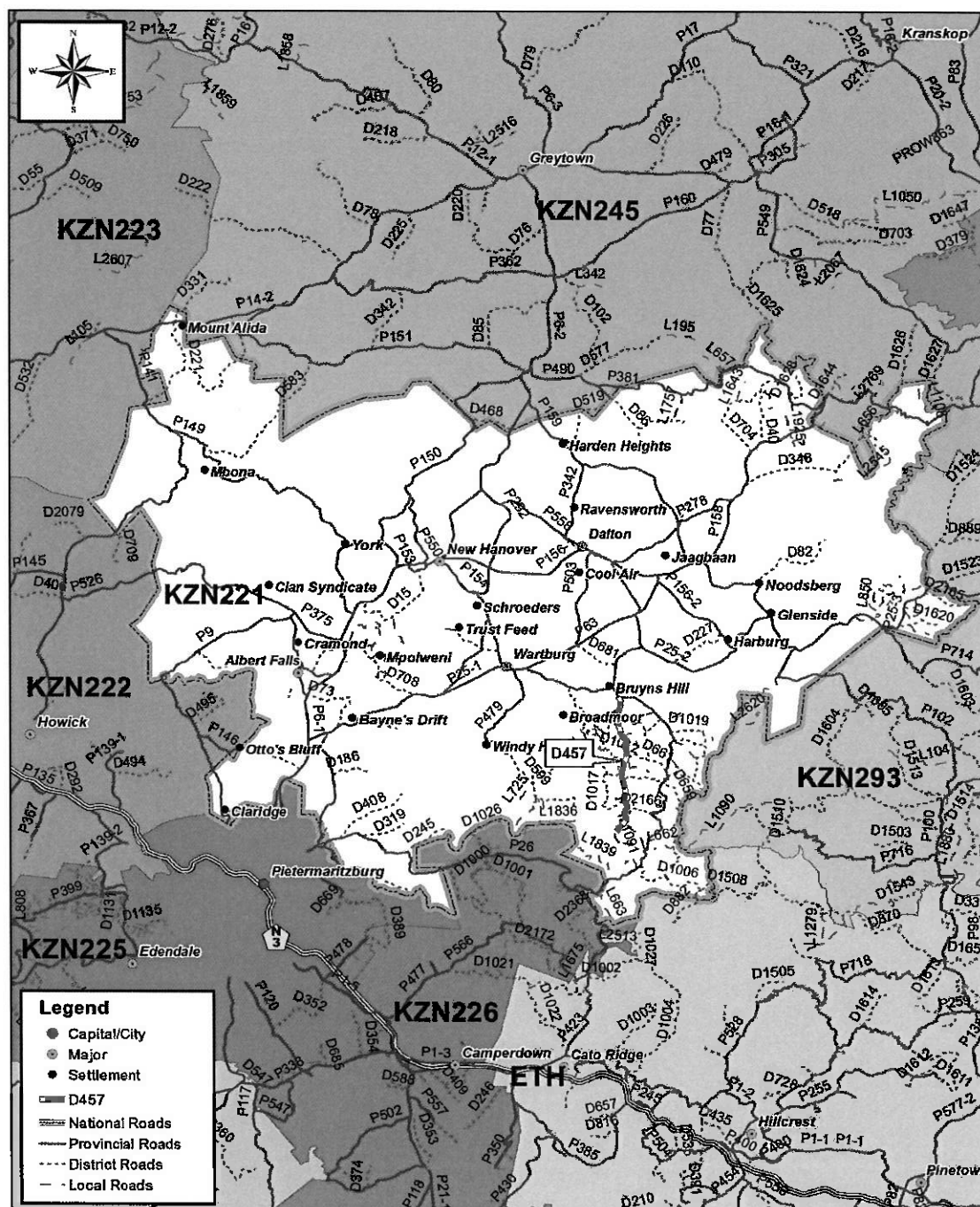
Technical enquiries relating to this document may be addressed to Mr. Bongumusa Myeza, Tel. No. 033 355 0573; e mail Bongumusa.Myeza@kzntransport.gov.za

The closing time for receipt of Tenders is 11H00 – 20 May 2021 at KZN Department of Transport, Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg 3201

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

Tenders Proposals may only be submitted on the documentation that is issued.

APPENDIX 1 MAP – LAYOUT – REGIONAL MAP



PROVINCE OF KWAZULU-NATAL

DEPARTMENT OF TRANSPORT

CONTRACT NO.: ZNB00500/00000/00/HOD/INF/21F

FOR

**PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR:
THE UPGRADE OF DISTRICT ROAD D457 FROM 2+000KM TO 12+200KM**

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SECTION A
T1.1 INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF TRANSPORT					
BID NUMBER:	ZNB 00500/00000/00/HOD/INF/21/T	CLOSING DATE:	2021	CLOSING TIME:	11h00
DESCRIPTION	PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR: THE UPGRADE OF DISTRICT ROAD D457 FROM 2+000KM TO 12+200KM				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE FOYER					
KWAZULU NATAL DEPARTMENT OF TRANSPORT					
172 BURGER STREET					
PIETERMARITZBURG					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Bongumusa Myeza	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 0573	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Sandile.Nkala@kzntransport.gov.za		E-MAIL ADDRESS	Bongumusa.Myeza@kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE UMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

SECTION B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SECTION C
SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed, and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each page of the bid document.
18. The successful Service Provider once appointed will sign a service level agreement aligned to the Engineering Council of South Africa which will manage the performance and outputs of the service provider inclusive of penalties.

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.

2. Prospective suppliers should self-register on the CSD website www.csd.gov.za.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;

- 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION E

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO
DATE**

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

.....

....., WHO REPRESENTS (state name of bidder)

.....

.....
.....

CSD
Number..... Registration

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE
BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT
AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR
DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF
THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

SECTION F

SBD 3.1

• **PRICING SCHEDULE**

Name of Bidder.....Bid Number ZNB00500/00000/00/HOD/INF/21T

Closing Time: 11:00 Closing Date.....

PREAMBLE TO THE SCHEDULE OF PRICES

1. The prices and rates to be inserted in the schedule of prices are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
2. A price or rate is to be entered against each item in the schedule of prices, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
3. Except where a rate only is required, the tendered price for each scheduled item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the schedule of prices.

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Bidder's Signature: _____

Date: ____/____/____

SECTION G

SBD 4

**Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), 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 bid.
2. In order to give effect to the above, the following questions must be completed and submitted with the bid.
 - 2.1. The names of all directors / trustees / shareholders² / members/individuals, their individual identity numbers, tax reference numbers to inserted in the table below. If applicable, employee / PERSAL numbers must be indicated in the last column.

Full Name	Position held (Shareholder, director, trustee, member, individual etc.)	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

If space provided is insufficient, details as specified above can be attached, however, this must be clearly indicated in this table

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 or municipal entity;
- € provincial legislature;

(d) national Assembly or the national Council of provinces; or
€ Parliament.

"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.

2.2.	Full names of bidder or his or her representative:		
2.3.	Identity Number:		
2.4.	Position occupied in the Company (Director, trustee, shareholder, member)		
2.5.	Registration number of company, enterprise, close corporation, partnership, agreement or trust		
2.6.	Tax reference number:		
2.7.	VAT Registration number:		
2.8.	Are you or any person connected with the bidder presently employed by the state? Kindly mark the applicable answer with a tick √. If so, furnish the following particulars:	YES NO	☐ ☐
2.8.1.	Name of person/director/trustee/shareholder/member:		
2.8.2.	Name of state institution at which you or the person connected to the bidder is employed:		
2.8.3.	Position occupied in the state institution:		
2.8.4.	Any other particulars:		

2.9	If you or any person connected with the bidder are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Kindly mark the applicable answer with a tick √.	YES	
		NO	
		N/A	
2.9.1	If yes, did you attach proof of such authority to the bid document? (Note: failure to submit proof of such authority, where applicable, may arise in the disqualification of the bid. Kindly mark the applicable answer with a tick √.	YES	
		NO	
		N/A	
2.9.2	If no, furnish reasons for non-submission of such proof: 		
2.10	Did you or your spouse, or any of the company's directors/ trustees/ members of their spouses conduct business with the state in the previous twelve months? Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.10.1	If yes, furnish particulars: 		
2.11	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation or adjudication of the bid? Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.11.1	If yes, furnish particulars: 		
2.12	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Kindly mark the applicable answer with a tick √.	YES	
		NO	
2.12.1	If yes furnish particulars. 		

	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 bidding for this contract? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.13.1	If yes, furnish particulars. 					
2.13.2	Have you or any of the directors / trustees / shareholders / members of the company or the company in general provided any gifts, rewards, awards, sponsorships, donations or hospitality to the department or any of its employees or their family in the last 12 months? Kindly mark the applicable answer with a tick √.	<table border="1"> <tr> <td>YES</td> <td></td> </tr> <tr> <td>NO</td> <td></td> </tr> </table>	YES		NO	
YES						
NO						
2.13.3	If yes, furnish particulars, including estimated value. 					
3.	DECLARATION I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT, AND I HAVE TAKEN REASONABLE DILIGENT STEPS (AS REQUIRED BY S76 OF THE COMPANIES ACT, 2011, WHERE APPLICABLE), TO ENSURE THAT THE INFORMATION PROVIDED IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. NAME OF BIDDER: _____ POSITION: _____ SIGNATURE: _____ DATE: _____					

SECTION H

COMPULSORY VIRTUAL BRIEFING SESSION

Institution involved: **KwaZulu-Natal Department of Transport**

BID No. : ZNB00500/00000/HOD/INF/21T

Services : PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR: THE UPGRADE OF
DISTRICT ROAD D457 FROM 2+000KM TO 12+200KM.

A **compulsory virtual Clarification Meeting** with representatives of the Employer will take place as follows:

Date: 06 May 2021

Log in time: 10H00 to 11H00

Virtual briefing starts at: 11H00

Clarification meeting Login link: <http://bit.ly/KZNDOTCONSULTANTFEES>

Conference ID: 963 067 444#

Procedure for accessing meeting:

- Click on link or copy and paste onto internet browser (Preferably Google Chrome or internet explorer)
- Enter conference ID
- Enter your name and company name
- Enter meeting

**SECTION I
AUTHORITY TO SIGN A BID**

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

.....

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: DATE:

WITNESSES:

1.

2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		
.....		

We, the undersigned partners in the business trading as.....

hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE

.....
SIGNATURE

.....
SIGNATURE

.....
DATE

.....
DATE

.....
DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE: **DATE:**

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION J
CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal General Conditions of Contract, with which I/we are fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :
.....
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

SECTION K

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number		Closing date:	
Name of bidder.....			
Postal address			
.....			
Signature.....		Name (in print).....	
Date.....			

SECTION L

SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 (a) The value of this bid is estimated to not exceed/exceed/be approximately R50 000 000 (all applicable taxes included) and therefore the 80/20 / the 90/10 / either the 80/20 or 90/10 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80 or 90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20 or 10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price tenders, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 points)

Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:

EME	QSE
-----	-----

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

√	√

OR

Any EME

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

SECTION M

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION N

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
.....
Signature

Date

.....
.....
Position

Name of Bidder

SECTION O

1. RESPONSIVENESS CRITERIA

The Department of Transport will not consider any tender unless it meets the following Responsiveness Criteria. All information listed in this Responsive Criteria **MUST** be submitted by the close of tender. Failure to do so will result in automatic disqualification of tender:

- 1.1 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the Tender number for which the Tender is submitted.
- 1.2 The tenderer must submit a correctly and fully completed and signed Form of Tender / Offer.
- 1.3 The tender must be deposited in the correct Tender box as indicated on the notice/invitation to bid on or before the closing date and time of the Tender.
- 1.4 We will not be responsible for couriered bids which did not reach the tender box in time.
- 1.5 The tender must comply with the requirements of the tender and technical specifications.
- 1.6 The tender must comply in full and observe the requirements of the Notice to Tenderer.
- 1.7 Supply Chain Declaration Forms must be correctly and fully completed.
- 1.8 Letter of Authority to sign the bid form must be correctly completed.

NOTE: This list is not exhaustive, additional responsiveness criteria in the body of the document are also be applicable.

2. EVALUATION OF TENDERS

2.1 BACKGROUND

The KZN Department of Transport herein after referred to as Department seeks to appoint a consultant to provide professional consulting services for the Upgrade of District Road D457 from 2+000km to 12+200km.

Performance management monitored on the basis of skills plan that will be entered into at the beginning of the project informed by Contract Participation Goal (CPG) policy in terms of the Department's Targeted Procurement Policy of the Supply Chain Management (SCM). The Department wishes to correct imbalances of the past with regards to sharing benefits emanating from this project.

The successful service provider will be required to subcontract a minimum of 35% of the contract value after award in line with the departmental policies as per below:

2.2 EVALUATION

There are five main stages in the selection process of this bid, namely, ensuring that bid comply with administrative requirements, Pre-qualifying criteria, Mandatory Requirements, Functionality and the price and preference points.

2.2.1. Administrative compliance

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to O and Annexure C. Failure to comply with the Administrative Compliance requirements will render the bid invalid.

The following documentation must be submitted:

Criteria	Yes	No	Remarks
Section A – Invitation to Bid.			
Section B – Terms and Conditions for bidding			
Section C – Special instructions regarding completion of bid			
Section D – Registration on central suppliers' database			
Section E – Declaration that Information on Central Suppliers Database is correct and up to date.			
Section F – Pricing schedule			
Section G- Declaration of interest			
Section H – Official Briefing session form			

Section I – Authority to sign a bid			
Section J – Conditions of Bid			
Section K – The national Industrial Participation Programme			
Section L – Preference Points Claimed			
Section M – Declaration of Bidders Past Supply Chain Management Practice			
Section N – Certificate of Independent Bid Determination			
Section O – Responsive Criteria			
ANNEXURE C – Functionality and Tender Data			

2.2.2. Pre-qualifying criteria

The KwaZulu-Natal Department of Transport is applying a pre-qualifying criteria for this bid in terms of Preferential Procurement Policy Framework Act No.5 of 2000 of Preferential Procurement Regulations, 2017. Tenderer who meet the minimum pre-qualifying criteria will be considered for evaluation and award. The pre-qualifying criteria for this tender are as follows:

Only these tenderers may respond: -

- (a) a tenderer having a level 1 B-BBEE status level of contributor; and
- (b) a tenderer subcontracting a minimum of 35%
 - (i) an EME or QSE which is at least 51% owned by black people.

Tenderer that fails to meet the pre-qualifying criteria will be deemed non-responsive and will not be evaluated further.

2.2.3. Mandatory requirements

- To qualify for this stage the service provider shall produce a copy of Professional Indemnity Insurance of not less than the tendered amount.
- The Professional Indemnity is 100% and it shall cover the remainder of the works to be monitored.
- Have completed a minimum of 1 similar project (Upgrade of Provincial Road project with similar road classification and Engineering complexity)
- Have a minimum of 1 x Pr Eng or 1 x Pr Tech or 1 x Pr Techni or 1 x Pr CPM (Any combination)

2.2.4. Functionality

A tenderer who meets the above evaluation/ selection stages will be further evaluated on the functionality.

The functionality criteria is as follows : -

- Company Experience on Similar Projects..... 15 points
- In house Capabilities..... 5 points
- Quality Assurance..... 5 points

FUNCTIONALITY EVALUATION TABLE

Functionality	Scoring	Score
Company Experience on Similar Projects <i>The evaluation will consider the nature of the reference projects, scope of services provided, and Employer/Client references.</i> NOTES: - Reference Letter for similar successfully completed projects. - Clear and contactable references to be included.	Number of New Infrastructure and Road Upgrade projects successfully completed by the bidding entity. 5 and above = 15 3-4 = 10 1-2 = 5 0 or No submission = 0	15
In-House Capabilities <i>Applicable resources</i> NOTES: - CV's with qualifications per personnel. - Professionally registered personnel with a minimum of 3 years post registration experience. - Proof of employment in the form of either payslip, appointment letter or employment contract	Number of registered professionals employed by the bidding entity. Minimum 1xPr Eng or 1xPr Tech or 1xPr Techni or 1xPr CPM (Any combination) 3 and above = 5 2 = 3 1 = 2 0 or No submission = Disqualification	5
Quality Assurance System Type	1. ISO/ SANS Certification = 5 2. Registered for Certification = 3 3. In house Quality Assurance System = 2 4. No Submission = 0	5
TOTAL		25

NB: Only bidders who achieve a minimum of 65 percent (%) for Functionality evaluation will be evaluated for Price then Preference Points.

The evaluation of the proposals submitted will take place as follows:

- a) Only Tenders correctly submitted into the tender box before the closing time and date will be considered. No late submissions will be considered under any circumstances.
- b) Documents submitted will be checked for minimum compliance in terms of the correct completion, submission and signing of relevant forms. Failure to correctly complete, submit and sign all relevant forms will render the proposal invalid.
- c) Proposals will be checked for compliance with minimum specifications. Failure to comply with minimum specifications will render the proposal invalid.
- d) Only proposals that have fully complied with the above conditions and are responsive will be evaluated for functionality with those achieving **65** percent being further evaluated for Price followed by Preference Points.
- e) Functionality points will be calculated at the average of the sum of the scores of each panel member for each component of the Functionality Assessment.
- f) Proposals scoring less than the minimum stipulated functionality points will be rejected.
- g) Preference points will only be awarded strictly in terms of the requirements of the PPPFA Regulations, 2017. Zero preference points will be allocated for proposals that have not submitted a valid proof of BBBEE status level of contribution or BEE Affidavit for enterprises that have an annual turnover of less than R10 million as per amended BEE Codes.
- h) Price points will be calculated for evaluation purposes.
- i) Proposals may be passed over for reasons deemed justifiable by the Bid Committees.

Annexure 1: Company Experience on similar projects

No.	Client Name, Address, Contact Person and No.	Project Description	Value (incl Vat)	Contract Number	Start date	End date

PLEASE NOTE

- 1. The Head of Department or any other authorised person may cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- 2. The Head of Department or any other authorised person may reject the Tender of any person if that person or any of its directors has:**
 - a) No legal capacity to enter into a contract and does not comply with legal requirements stated;
 - b) Abused the supply chain management system of the KZN Department of Transport or have committed any improper conduct in relation to this system;
 - c) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 136 in the Government Gazette No. 38960 of 10 July 2015.

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

Tender Data Applicable to this Tender

Sub clause	Data
F.1.1	The employer is the KwaZulu-Natal Department of Transport.
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents for Financial Proposal T2.2 List of returnable documents for Technical Proposal Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Tax compliance permission declaration C1.3 Contract data C1.4 Agreement in terms of Occupational Health and Safety Part C2: Pricing data C2.1 Pricing Instruction C2.2 Schedule of Prices C2.3 Summary of Pricing Schedule Part C3: Scope of work C3 Scope of work Part C4: Site Information C4 Site information
F.1.4	Name of the firm: KZN Department of Transport Contact person: Mr. B. Myeza Telephone: (033) 355 0573

Sub clause	Data
	Fax: (033) 342 3962 E-mail: Bongumusa.Myeza@kzntransport.gov.za
F1.5.1	The employer may, prior to the award of the tender, cancel a tender if: (i) Due to changed circumstances, there is no longer a need for the services, works or goods requested, or (ii) Funds are no longer available to cover the total envisaged expenditure, or (iii) No acceptance tenders are received.
F.1.6.1	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.2.1	A Tenderer will not be eligible to submit a tender if: (a) The Professional Service Provider submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the contract; (c) The Professional Service Provider submitting the tender is 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 the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. In terms of the Supply Chain Management Policy Guideline, all suppliers of goods and services are required to register on the Central Suppliers Database (CSD). Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered. (1) Application can be done online from the website, http://www.treasury.gov.za,

Sub clause	Data
F.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.3	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	The information in this tender document shall be treated as confidential and 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	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 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	The arrangements for a compulsory virtual clarification meeting is arranged as follows: Date: (Insert date and time) Log in time: 09H15 to 09H30 Virtual Briefing Start: 09H30 Clarification Meeting Long in Link:.....xxxxxx..... Conference ID:XXXXXX..... The onus rests with the tenderer to ensure that the representative attending the clarification meeting is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time No latecomers may enter. On completion by all present the Employer's Representative will: a) Read out from the collected lists calling for confirmation that all have signed. The signature on the attendance register shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting, it is the responsibility of the tenderer to ensure that the attendance certificate is signed by the employer and the tenderer.
F.2.8	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.
F.2.9	The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project and shall ensure that the institution that provides the cover is fully compliant and registered with Financial Services Board (FSB). It

Sub clause	Data
	is compulsory that the Tenderer submits proof of such insurance with this tender. Failure to submit such proof shall result in tender disqualification.
F.2.10	All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
F.2.10.3	Rates and prices must be fixed for the duration of the contract and not subject to adjustments unless escalation rate is provided.
F.2.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
F.2.12	No alternative offers will be accepted.
F.2.13.1	Submit one tender offer only, 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 scope of works.
F.2.13.2	Return all returnable documents with this document after completing them 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.
F2.13.4	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	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Outside the Foyer, KZN Department of Transport Physical Address: 172 Burger Street, Pietermaritzburg Identification Details: TENDER NUMBER ZNT00500/00000/00/HOD/INF/21T
F.2.13.8	By submitting this tender document, the tenderer 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	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
F.2.14	By submitting this tender document, the tenderer 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.

Sub clause	Data
F.2.15	Closing time for submission of tender offers is: Closing Date: (Date and Time)
F.2.16	The tender offer validity period is 12 weeks from the closing date/ time for submission of tenders.
F.2.19	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F.2.22	Not applicable.
F.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.
F.3.1.1	The employer may 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 tenderers who drew procurement documents.
F.3.2	The employer If necessary, may 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 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 documents.
F3.4	The time and location for opening of the tender offers are: Time: (Time) Date: Week day, Day Month Year Location / Venue: Acquisition Section, 'B' Block Boardroom, 172 Burger Street, Pietermaritzburg
F.3.6	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	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.
F.3.11	Evaluation of tender offers After evaluation for mandatory requirements, remaining tenders will be evaluated further based on Quality/ Functionality, Price and Preference . Tenders who receive at least 70 percent on functionality/ quality will be evaluated in terms of Price and Preference Points. Tenderers should familiarise themselves with the PPPFA (2017) because the evaluation is based on this act. The total points for price and preferences add up to 100 points. The financial offer will be scored using the formula:
F.3.11.3	<u>Formula for scoring the Financial Offer</u>

Sub clause	Data																																								
	Ps =90/80(1 – <u>Pt</u> – Pmin) Pmin Where (change as required) Ps = Preference points for price of tender under consideration; 90/80 = Points allocated to price (80 or 90); Pt = Rand value of tender under consideration; and Pmin = Rand value of the lowest acceptable tender. <u>Scoring Preference points</u> The tenderer is required to submit a BBBEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Notice 931 of 2017 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies. Up to 100 tender evaluation points will be awarded to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed. Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2017) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). Points awarded will be according to a tenderer's B-BBEE status level of contributor and summarised in the table below: Table F.2: Preference Points based on B-BBEE status level of contributor <table><tr><th>Status Level of contributor</th><th>Scorecard</th><th>Preference Points based on scorecard (90/10 System)</th><th>Preference Points based on scorecard (80/20 System)</th></tr><tr><td>1</td><td>= 100 points</td><td>10</td><td>20</td></tr><tr><td>2</td><td>≥ 85 but < 100 points</td><td>9</td><td>18</td></tr><tr><td>3</td><td>≥ 75 but < 85 points</td><td>8</td><td>16</td></tr><tr><td>4</td><td>≥ 65 but < 75 points</td><td>5</td><td>12</td></tr><tr><td>5</td><td>≥ 55 but < 65 points</td><td>4</td><td>8</td></tr><tr><td>6</td><td>≥ 45 but < 55 points</td><td>3</td><td>6</td></tr><tr><td>7</td><td>≥ 40 but < 45 points</td><td>2</td><td>4</td></tr><tr><td>8</td><td>≥ 30 but < 40 points</td><td>1</td><td>2</td></tr><tr><td>Non-compliant Contributor</td><td>< 30 points</td><td>0</td><td>0</td></tr></table> Eligibility for preference points is subject to the following conditions: (a) A tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and	Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)	1	= 100 points	10	20	2	≥ 85 but < 100 points	9	18	3	≥ 75 but < 85 points	8	16	4	≥ 65 but < 75 points	5	12	5	≥ 55 but < 65 points	4	8	6	≥ 45 but < 55 points	3	6	7	≥ 40 but < 45 points	2	4	8	≥ 30 but < 40 points	1	2	Non-compliant Contributor	< 30 points	0	0
Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)																																						
1	= 100 points	10	20																																						
2	≥ 85 but < 100 points	9	18																																						
3	≥ 75 but < 85 points	8	16																																						
4	≥ 65 but < 75 points	5	12																																						
5	≥ 55 but < 65 points	4	8																																						
6	≥ 45 but < 55 points	3	6																																						
7	≥ 40 but < 45 points	2	4																																						
8	≥ 30 but < 40 points	1	2																																						
Non-compliant Contributor	< 30 points	0	0																																						

Sub clause	Data
	(b) The scorecard shall be submitted as a certificate attached to Returnable Schedule L; and (c) The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and (e) Compliance with any other information requested to be attached to Returnable Schedule L. <u>Total Scores for Financial and Preference</u> The points scored for a Tenderer in respect of Financial must be added to the points scored for the B-BBEE preferences. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.
F.3.11.3	F.3.13.1 The legal requirements for acceptance of the tender offer are: (a) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (b) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Employer's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (c) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (d) Fraud and Corruption - the Employer is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: (i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract; (ii) having acted in a fraudulent or corrupt manner in obtaining this Contract; (iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour; (iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party; (v) having disclosed to any other person, firm or company other than the

Sub clause	Data
	Employer, the exact or approximate amount of his proposed Tender. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.3.11.6	Score price, preference and functionality, as relevant, to two decimal places.
F.3.17	The number of paper copies of signed contract to be provided by the Employer is one (1) after completing and signing of the form of offer and acceptance.

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

1. This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:
 - (a) C1.1 Form of Offer and Acceptance, A. Offer, on page C1.
 - (b) C1.3 Contract Data, on page C6 – C9
 - (c) C2.2 Pricing Data in Schedule of Prices.

T2.2 RETURNABLE SCHEDULES

1.	INVITATION TO BID	T.5
2.	REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE	T.8 - 9
3.	PRICING SCHEDULE	T.10
4.	DECLARATION OF INTEREST	T.11 - 14
5.	AUTHORITY TO SIGN A BID	T.16 - 21
6.	CONDITIONS OF BID	T.22 - 23
7.	THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	T.24 - 26
8.	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011.	T.27 - 32
9.	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE	T.33 - 34
10.	CERTIFICATE OF INDEPENDENT BID DETERMINATION	T.35 - 37
11.	RECORD OF ADDENDA TO TENDER DOCUMENTS	T.54
12.	COMPULSORY ENTERPRISE QUESTIONNAIRE	T.55 - 57
13.	CERTIFICATE OF INSURANCE COVER	T.58
14.	EXPERIENCE OF TENDERER	T.59 - 60
15.	RELEVANT TRAINING AND MENTORING EXPERIENCE OF THE CONSULTANT	T.61
16.	PROPOSED SUB-CONSULTANTS	T.62 - 63
17.	KEY PERSONNEL	T.64
18.	QUALIFICATION AND EXPERIENCE OF ECSA REGISTERED STAFF	T.65 - 66
19.	CURRICULUM VITAE OF KEY PERSONNEL	T.67 - 69
20.	DEVIATIONS AND QUALIFICATIONS	T.70
21.	CONSULTANT HEALTH AND SAFETY DECLARATION	T.71 - 73
22.	COPY OF REGISTRATION WITH DEPARTMENT OF LABOUR	T.74
23.	PROPOSED JOINT VENTURE AGREEMENT	T.75
24.	COMPANY REGISTRATION CERTIFICATE/AGREEMENT/POWERS OF ATTORNEY/ID DOCUMENT	T.76
25.	QUALITY PLAN	T.77
26.	PROJECT APPOINTMENT AND/ OR COMPLETION LETTERS	T.78

NOTE: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

TENDERERS SHOULD CAREFULLY CHECK THAT THEY HAVE, AS A BARE MINIMUM, SUBMITTED ALL INFORMATION LISTED IN THE RESPONSIVENESS CRITERIA SECTION OF THIS TENDER BECAUSE FAILURE TO SUBMIT SUCH INFORMATION AT CLOSE OF TENDER WILL RESULT IN AUTOMATIC DISQUALIFICATION.

The Enterprise Declaration Affidavit must be endorsed by a commissioner of oaths. All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

ADDENDUM No.	DATE

Please attach all Addenda to this page

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

COMPULSORY ENTERPRISE QUESTIONNAIRE

PARTICULARS AND RECORD OF SERVICE OF THE STATE

The following particulars must be furnished:

Section 1: Name of enterprise:			
Section 2: VAT registration number:			
Section 3: Civil Engineering body registration number:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
<i>* Complete only if sole proprietor or partnership, and attach separate page if more than three partners</i>			
Section 5: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 6: Record of service of the state			
Indicate, by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently serving or has served within the last 12 months as any of the following: ☐ a member of Parliament ☐ a member of the National Assembly or the National Council of Provinces ☐ a member of any provincial legislature ☐ a member of any municipal council ☐ a member of the board of directors of any municipal entity ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature ☐ an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ an employee 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 served and position held**	Status of service (tick appropriate column)**	
		Current	Within last 12 months

**** Attach additional pages if more space is required**

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

Name of spouse, child or parent***	Name of institution, public office, board or organ of state served and position held***	Status of service (tick appropriate column)***	
		Current	Within last 12 months

***** Attach additional pages if more space is required**

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 nor 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 am not / we are not associated, linked or involved with any other tendering entities submitting tender offers and that I / we have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the information provided above in Sections 1 to 7 of Form C: Part 1 is within my personal knowledge and is to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Enterprise name: _____

CERTIFICATE OF INSURANCE COVER

Notes to Tenderer:

1. Attach certificate of insurance cover.
2. 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:

The following is a statement of work of similar nature recently successfully executed by myself / ourselves: Schedule of Consulting Firm's relevant experience - **Compulsory**

Table below must be completely filled in, otherwise the proposal will be non-responsive

Details of experience of consulting firm to be attached to end of proposal. This schedule is a brief summary of the firms details attached. Additional Annexure pages in the same format can be added should there be insufficient space.

[illegible]

Project Reference	Project type	Project description	Value of project in Rands	Name of client Department or Organization	Name and Contact No. of client reference

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

RELEVANT TRAINING AND MENTORING EXPERIENCE OF THE CONSULTING FIRM
Schedule of Consulting Firm's relevant experience – Compulsory

Note: Table below must be completely filled in, otherwise the proposal will be non-responsive

No attachments permitted here

Details of experience of consulting firm to be attached to end of proposal. This schedule is a brief summary of the firms details attached.
Additional Annexure pages in the same format can be added should there be insufficient space.

Project Reference	Qualification and Date	Date Professionally Registered	Time Taken To Register	Process used to manage and obtain registration	Name and Contact No. of client reference

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

PROPOSED SUB-CONSULTANTS

I/We hereby notify you that it is my/our intention to employ the following Sub-Consultants for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed Sub-Consultants in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed Sub-Consultants. Should any of or all of the Sub-Consultants not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a Sub-Consultant not listed below being approved by the Employer.

NAMES AND ADDRESSES OF PROPOSED SUBCONSULTANTS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONSULTANT

Attach additional pages if more space is required

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

KEY PERSONNEL

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed on this contract together with a resume of their experience with particular reference to the execution of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key personnel to the next page.

Name of Person	Academic Qualification	Profession	Age	Engineering and Built Environment Experience in Years

Attach additional pages if more space is required

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

Schedule of Consultant's Registered Staff - Compulsory

CV's to be attached to end of the proposal. This schedule is a brief summary of the details that must be provided in the CV. Additional Annexure pages in the same format can be added should there be insufficient space

Professional Consultant Services Tender T.65

		Registration	Experience	

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE: DATE:

(Of person authorised to sign on behalf of the Tenderer)

Provide separate forms for each position listed in Form: Key Personnel

Certification:

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

Professional Consultant Services Tender T.68

Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in Form: Key Personnel

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Prices, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

Attach additional pages if more space is required

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

CONSULTANT HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1) (h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

Note: Competent resources shall include safety personnel such as the construction manager, construction health and safety officer and construction supervisor as defined in Regulation 8, and competent persons as defined in the OHSA 1993 Construction Regulations 2014, as applicable to this contract.

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

.....

(ii) When will training be undertaken?

.....

(iii) List the positions to be filled by persons to be trained or hired:

.....

(c) Details of competent resources to be appointed as sub-consultants if competent persons cannot be supplied from own company:

Name of proposed sub-consultant:.....

Qualifications or details of competency of the sub-consultant:.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable, sufficiently documented and coherent site specific Health and Safety Plan in accordance with Regulation 7(1) (a) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Health and Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

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

REGISTRATION WITH DEPARTMENT OF LABOUR

The Tenderer must attach hereto a copy of registration with the Department of Labour for workman's compensation has to be attached.

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

PROPOSED JOINT VENTURE AGREEMENT

The Tenderer shall attach hereto a copy of the proposed Joint Venture Agreement (if applicable) and completed Enterprise Declaration forms for each of the contracting parties (if applicable).

If not a Joint Venture indicate as such on this page.

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

COMPANY REGISTRATION CERTIFICATE / AGREEMENT / POWERS OF ATTORNEY

Important note to Tenderer: Registration Certificates for Companies, Close Corporation and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, all as referred to in the foregoing forms and in T2.1 must be inserted here.

Failure to attach documents as specified will render the bid non responsive and hence invalidate the tender.

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

QUALITY PLAN (NOT APPLICABLE IF INCLUDED IN THE WRITTEN PROPOSAL)

The Tenderer shall attach to this page the Consultant's Quality Plan covering the how he will ensure good quality of his and contractor's work.

If already covered in your proposal, simply refer to the page number in the proposal

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

PROJECT APPOINTMENT AND/ OR COMPLETION LETTERS

Name:

Capacity:

Duly authorized to sign on behalf of:

SIGNATURE:

DATE:

(Of person authorised to sign on behalf of the Tenderer)

NOTE TO COMPILER: All notes to the compiler must be deleted and all highlighting of text must be removed throughout the document prior to printing the tender document

THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

PART C1: AGREEMENT AND CONTRACT DATA

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C 1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROJECT NAME: THE UPGRADE OF DISTRICT ROAD D457 FROM 2+000 KM TO 12+200 KM IN THE PIETERMARITZBURG REGION

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

R

Rand (in words);

.....

.....

.....

.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Consultant in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

.....
(Name and address of organization)

Name and
signature of
witness

.....Date.....

PREFERENCE CLAIMED

I/we claim the following B-BBEE contributor status level as per Returnable Schedule M: Tenderer's B-BBEE Verification Certificate subject to Tender Data M. In the event of any difference between the above stated status level and the Verification Certificate attached to Form M, the Verification Certificate shall apply.

C1.1.2. FORM OF ACCEPTANCE

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

The terms of the contract are contained in:

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

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above. Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Consultant) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer

.....
(Name and address or organization)

Name and
signature of
witness

.....Date:

Schedule of Deviations

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Consultant:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

For the Employer:

Signature(s)

Name(s)

Capacity

.....
(Name and address of organization)

Name and
signature of
witness Date:

C1.2 TAX COMPLIANCE PERMISSION DECLARATION

The Consultant shall complete the declaration below.

I, (name)
the undersigned in my capacity as (position)
on behalf of (name of company)
herewith grant consent that SARS may disclose to the KZN Department of Transport Provincial
Government our tax compliance status on an ongoing basis for the contract term.

For this purpose our unique security personal identification number (PIN) is

In addition, the Consultant shall obtain written consent from each of its sub-contractors, undisclosed principals and partners involved in this contract confirming that SARS may, on an ongoing basis during the contract term disclose the sub-contractors' tax compliance status to the Employer. For this purpose the Consultant shall provide the Employer with the unique security personal identification number (PIN) for each of its sub-contractors, undisclosed principals and partners involved in this contract.

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

.....
SIGNATURE

.....
DATE

C1.3 CONTRACT DATA

C1.3.1 DATA PROVIDED BY THE EMPLOYER

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.

Clause	Condition of Contract
1.1	The Employer is the KZN Department of Transport
6.3.5	The authorised and designated representative of the Employer is: Name: Mr. B. Myeza
5.4.1	The address of receipt of communication is: Telephone: 033 355 0573 Faxsimile: E-mail: Bongumusa.Myeza@kzntransport.gov.za Address:
2.3	The Project is District Road D457 from km 5.840 to km 12.200 in the Pietermaritzburg Region
10.2	The Period of Performance is the Construction Period plus the 12 months defect liability period.
10.1	The Start Date is the date by which the contract is signed.
5.4.1	Communication by e-mail / facsimile is not permitted.
5.5	The location for the performance of the Project is the official address of the Service Provider
5.6	The Consultant may not release public or media statements or publish material related to the Services or Project under any circumstances.
5.8.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data
5.11.1	The penalty payable is R 2000 per day subject to a maximum of 30% of the contract value.
5.14.1	The programme shall be submitted within 28 Days of the award of the contract.
5.14.2	The Consultant shall update the programme at intervals not exceeding 12 weeks.
6.3.4	The Employer is required to assist in the obtaining of approvals, licences and permits from the state, regional and municipal authorities having jurisdiction over the Project.
7.4.1	The Consultant is required to provide professional indemnity cover as set out in Clause 5.10.
5.10.3.1	The Consultant is required to provide the following insurances: 1. Insurance against professional indemnity Cover is 200% of the tendered amount

Clause	Condition of Contract
	Period of cover duration of the contract
7.5	The Consultant is required to obtain the Employer's prior approval in writing before taking any of the following actions:
9.1.2	1. Variations to the Contract 2. Appointment of Key Persons not listed by name in the Contract Data 3. Any other action that may be specified in the scope of works
9.1.1	The Consultant is required to provide personnel in accordance with the provisions of clause 9.2 and to complete the Personnel Schedule.
10.1	The Consultant is to commence the performance of the Services within 30 Days of date that the Contract becomes effective.
10.2.1	The contract is concluded when the Consultant has completed all the Deliverables in accordance with the Scope of Works, unless terminated in terms of the Contract.
10.5.1.1	The period of suspension under clause 10.5 is not to exceed 2 (two) consecutive years.
11.1	Copyright of documents prepared for the Project shall be vested with the Employer.
13.1	A Consultant may subcontract any work which he has the skill and competency to perform in terms of clause 13 of the Contract.
14.2	Interim settlement of disputes is to be by adjudication.
14.3	Final settlement is by arbitration.
14.2.2	The adjudicator is the person appointed and agreed to by both Parties.
14.2.2	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the KwaZulu Natal Society of Advocates.
15.4	Neither the Employer nor the Consultant is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 (ten) years from the date of termination or completion of the Contract.
15.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to twice the Contract Price (incl. VAT).
16.2	The interest rate will be prime interest of the Employer's bank plus 2%, at the time that the amount is due.

C1.2.2 DATA PROVIDED BY THE CONSULTANT

Clause	Conditions of Contract										
1.2	The Consultant is: Address:..... Telephone: Faxsimile:.....										
1.1	The authorised and designated representative of the Employer is: Name:										
5.4.1	The address of receipt of communication is: Telephone: Faxsimile: E-mail Address:										
10.2	The Period of Performance will be determined by the completion date of the contract										
9.1	The Key Persons and their jobs / functions in relation to the services are <table border="1"> <thead> <tr> <th>Name</th> <th>Specific Duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties								
Name	Specific Duties										

C1.4 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at on this the day of in the year..... between THE KZN Department of Transport (hereinafter call'd "the Emplo"er") on the one part, herein represented by in his capacity as and delegate of the Employer and..... (hereinafter call'd "the Principal Consult"nt") of the other part, herein represented by in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz and has accepted a tender by the Principal Consultant for the construction, completion & maintenance of such works and whereas the Employer and the Principal Consultant have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Consultant with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2003);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Consultant shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 6.10 of the General Conditions of Contract for Construction Works 2015 (3rd Edition) as issued by the South African Institution of Civil Engineering (hereinafter
 - b) referred to "s "the GCC 2"15"), as contained in the contract documents pertaining to this contract, or
 - c) the date of termination of the contract in terms of clauses 9.9, 9.1 or 9.2 of the GCC 2015.
3. The Principal Consultant declares himself to be conversant with the following:-
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to "s "The "ct", together with its amendments and with special reference to the following Sections of The Act.
 - i) Section 8: General duties of employers to their employees.
 - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
 - iii) Section 37: Acts or omissions by employees or mandatories and
 - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
 - v) Construction Regulations 2003, and other safety regulations, as applicable.

- b) The procedures and safety rules of the employer as pertaining to the Principal Consultant and to all his sub Consultants.
4. The Principal Consultant is responsible for the compliance with the Act by all his sub-Consultants, whether or not selected and/or approved by the employer.
5. The Principal Consultant warrants that all his and his sub-Consultants' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Consultant undertakes to ensure that he and/or his sub-Consultants and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Consultant shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Consultant shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Consultant obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Consultant to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Consultant and/or his employees and/or his sub-Consultants.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESSES (Signature(s)): 1..... 2

NAMES (In Capital): 1..... 2

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONSULTANT:.....

WITNESSES (Signature(s)): 1..... 2

NAMES (In Capital): 1..... 2

PART C2: PRICING DATA

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T.	<u>PREAMBLE TO THE SCHEDULE OF PRICES</u>	C.15
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C2.1 PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the Scope of Works.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work for which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Provisional Sum: An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

Prime Cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

For each Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.9. Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

PREAMBLE TO THE SCHEDULE OF PRICES

1. The prices and rates to be inserted in the schedule of prices are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
2. A price or rate is to be entered against each item in the schedule of prices, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
3. Except where a rate only is required, the tendered price for each scheduled item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the schedule of prices.
4. Arithmetical errors in the schedule of prices will be corrected in accordance with Clause F3.9 of the Conditions of Tender.

The Tenderer shall price each item in the schedule of prices in **BLACK INK**.

NOTE: All payments by the Department to Consultants will be made in line with the Departments Remuneration Policy Ref. T4/5/3/5 which may be amended from time to time by the Head of Department.



transport

Department:
Transport

PROVINCIAL OF KWAZULU-NATAL

TENDER NUMBER: ZNB00500/00000/00/HOD/INF/21/T

THE UPGRADE OF DISTRICT ROAD D457 FROM KM 2.00 TO KM 12.200 IN THE PIETERMARITZBURG REGION

C2.2 BILLING SCHEDULE

C2-

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SCHEDULE 1: NORMAL SERVICES

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) for: Inception, Concept & Viability, Design development, Documentation & Procurement, Contract Administration & Inspection and Close Out(excluding contingencies, CPA during the construction period and VAT)	Rands	R 138 280 927		
	SUM - PART A1.1				
	<i>Discount (Not compulsory)</i>	%			
	TOTAL SUM - PART A1.1				
ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Normal Services (clause 3.2)				
	Stage 1 – Inception	%	5		
	(Fee includes all services as listed in paragraph 3.2.1 and shall include detail design review costs in terms of clause 4.3.6(2))				
	Stage 2 – Concept and Viability (also termed Preliminary Design)	%	25		
	(Fee includes all services as listed in paragraph 3.2.2 and shall include detail design review costs in terms of clause 4.3.6(2))				
	Stage 3 – Design Development (also termed Detail Design)	%	25		
	(Fee includes all services as listed in paragraph 3.2.3 and shall include detail design review costs in terms of clause 4.3.6(2))				
	Stage 4 – Documentation and Procurement	%	15		
	(Fee includes all services as listed in paragraph 3.2.4 and shall include detail design review costs in terms of clause 4.3.6(2))				
	Stage 5 – Contract Administration and Inspection	%	25		
	(Fee includes all services as listed in paragraph 3.2.5 and shall include detail design review costs in terms of clause 4.3.6(2))				
	Stage 6 – Close-Out	%	5		
	(Fee includes all services as listed in paragraph 3.2.5 and shall include detail design review costs in terms of clause 4.3.6(2))				
	(All rates shall include all company expenses and mark-ups)				
	TOTAL SUM		100		

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STAGE 1: INCEPTION</u>				
	Agreed services and scope of work	Lump Sum	1		
	Signed agreement	Lump Sum	1		
	Report on project, site and functional requirements	Lump Sum	1		
	Schedule of required surveys, tests, analyses, site and other investigations	Lump Sum	1		
	Schedule of consents and approvals	Lump Sum	1		
	(Fee includes all services as listed in paragraph 3.2.1 and shall include detail design review costs in terms of clause 4.3.6(2))				
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE 1				

SCHEDULE 1: NORMAL SERVICES
C3.3: STAGE 2: CONCEPT AND VIABILITY (PRELIMINARY DESIGN)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STAGE 2: CONCEPT AND VIABILITY (PRELIMINARY DESIGN)</u> Concept design Schedule of required surveys, tests and other investigations and related reports Process design Preliminary design Cost estimates as required (Fee includes all services as listed in paragraph 3.2.2 and shall include detail design review costs in terms of clause 4.3.6(2))	Lump Sum Lump Sum Lump Sum Lump Sum Lump Sum	1 1 1 1 1		
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE 1				

SCHEDULE 1: NORMAL SERVICES
C3.4: STAGE 3: DESIGN DEVELOPMENT (DETAIL DESIGN)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STAGE 3: DESIGN DEVELOPMENT (DETAIL DESIGN)</u>				
	Design development drawings	Lump Sum	1		
	Outline specifications	Lump Sum	1		
	Local and other authority submission drawings and reports	Lump Sum	1		
	Detailed estimates of construction costs	Lump Sum	1		
	(Fee includes all services as listed in paragraph 3.2.3 and shall include detail design review costs in terms of clause 4.3.6(2))				
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE 1				

SCHEDULE 1: NORMAL SERVICES
C3.5: STAGE 4: DOCUMENTATION AND PROCUREMENT

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STAGE 4: DOCUMENTATION AND PROCUREMENT</u>				
	Specifications	Lump Sum	1		
	Services co-ordination	Lump Sum	1		
	Working drawings	Lump Sum	1		
	Budget construction cost	Lump Sum	1		
	Tender documentation	Lump Sum	1		
	Tender evaluation report	Lump Sum	1		
	Tender recommendations	Lump Sum	1		
	Priced contract documentation	Lump Sum	1		
	(Fee includes all services as listed in paragraph 3.2.4 and shall include detail design review costs in terms of clause 4.3.6(2))				
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE 1				

SCHEDULE 1: NORMAL SERVICES
C3.6: STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>STAGE 5: CONTRACT ADMINISTRATION AND INSPECTION</u>				
	Schedules of predicted cash flow	Lump Sum	1		
	Construction documentation	Lump Sum	1		
	Drawing register	Lump Sum	1		
	Estimates for proposed variations	Lump Sum	1		
	Contract instructions	Lump Sum	1		
	Financial control reports	Lump Sum	1		
	Valuations for payment certificates	Lump Sum	1		
	Progressive and draft final account(s)	Lump Sum	1		
	Practical completion and defects list	Lump Sum	1		
	All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities	Lump Sum	1		
	(Fee includes all services as listed in paragraph 3.2.5 and shall include detail design review costs in terms of clause 4.3.6(2))				
	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULE 1				

C3 SCOPE OF WORKS

C3.1 GENERAL REQUIREMENTS

C3.1.1 Scope

This section covers matters that relate to the project as a whole. Definitions, phrases or wording that would otherwise require repetition in other sections of this document are also covered in this section. Matters covered by the General and/or Particular Conditions of Contract are not repeated in this section, except to provide more detailed information.

C3.1.2 Location of the Project

The proposed project is located on District Road D457 from km 2+000 km 12+200. A locality plan is available on GIS.

C3.1.3 Description of the Project

The envisioned scope of the works have been established through the Road Asset Management System (RAMS) verified by Regional Directors that have either formed part of the Employer's normal business practices.

The service provider shall be required to provide professional consulting services relating to the design and supervision of the construction of **The Upgrade of District Road D457 from 2+000 KM To 12+200 KM in The Pietermaritzburg Region.**

The construction monitoring service shall be for the duration of the works contract.

The services required of the service Provider are divided into the following Stages:

- Stage1: Initiation Report or Prefeasibility

Defines project objectives, needs, acceptance criteria, organisation's priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report.

Stage 1 is complete when the Initiation Report or Prefeasibility Report is approved.

- Concept Report or Feasibility

Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.

Stage 2 is complete when the Concept Report or the Feasibility Report is approved.

- Design Development which shall include the following phases
 - o Concept
 - o Preliminary
 - o Detailed design

A design development report which develops in detail the approved concept to finalise the design and definition criteria, sets out the integrated developed design, and contains the cost plan and schedule for one or more packages.

Stage 3 is complete when the Design Development Report is approved.

- Design Documentation which shall include the following
 - o Tender Documentation.
 - o Technical Report

Production information which provides the detailing, performance definition, specification, sizing and positioning of all systems and components enabling either construction (where the contractor is able to build directly from the information prepared) or the production of manufacturing and installation information for construction.

Stage 4 is complete when the Design Documentation Report is approved.

- Administration and Monitoring of the Works Contract.

Completed works which are capable of being occupied or used.

Stage 5 is complete when the Works Completion Report is approved.

- Handover

Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained;

Stage 6 is complete when the Handover/Record Information Report is approved.

- Close-Out

Works with notified defects corrected, final account settled, and the close-out report issued.

Stage 7 is complete when the Close-out Report is approved.

- Additional duties, Special Services and Specialist Advice.
 - o Survey
 - o Geotechnical/ Laboratories Services
 - o Environmental Consultant
 - o Health and safety Consultant
 - o Supervision
- The appointed Consultant will be required to execute all works in line with the National Treasury Framework for Infrastructure Procurement and Delivery Management (FIPDM)

The work will also involve the following:

- i. Carry out Conditional Survey or Assessment of the roads, prepare a report for such including the scoping report, prioritisation report and costing thereof including the implementation Programme, etc, then
- ii. Make Designs where necessary to respond to the conditional assessment after receiving a written instruction to do so;
- iii. Facilitate the Procurement of Contractors to perform construction work arising in line with the Department's guidelines and instructions;
- iv. Administration, supervision (where instructed), monitoring (where instructed) and managing works being undertaken by Contractors;
- v. Prepare reports for the Programme Manager and Department detailing project physical status, time related milestone and financial status;

- vi. Train and mentor graduate engineers, technologists and technicians from the KZN DOT in-service training list or on lists as provided by the KZN DOT or their designated agent. This shall not limit you from training and mentoring your own graduates; and
- vii. The consultant will also work on an ad-hoc basis through an instruction to perform work (IPW) to be issued by the Head of Department or Senior General Manager Infrastructure and Regional Services or their Delegates,
- viii. The consultant will report to the Programme Manager and the responsible Department officials.
- ix. Provide support and assistance to the relevant office, on instructions from the Responsibility Manager or his/her designee;
- x. In 7 (seven) days of entering into an Agreement with the Department develop and submit a programme to the Programme Manager and Department for written approval;
- xi. Assist with road assessments and providing relevant information for classification and declaration purposes;
- xii. Preparation of technical analysis, feasibility studies, designs, contract documentation, tender adjudication, contract supervision and preparation of completion plans and reports on a project by project basis.
- xiii. Assist with obtaining necessary environmental and Health and Safety approvals
- xiv. Assist with the implementation of legislative requirements.
- xv. Assist the Department in the performance of Health and Safety duties.
- xvi. Assist department with project planning and management.
- xvii. Prepare reports for the Programme Manager and Department detailing project physical status, time related milestone and financial status.
- xviii. All work to be done according to the standard Project Implementation and Management Plan (PIMP).

C3.1.4 Determination of Remuneration

The basis for determining remuneration shall be based on 4 (four) different methods, which are not necessarily mutually exclusive, namely:

- Fee based on the cost of works;
- Separate payment for services that are additional to those provided for in the normal fee-based calculation;
- Time based fees; and
- Reimbursable expenses.

a) Fee determination

The determination of fees will be based on different construction work types, i.e. road works, structures and other works. The estimated cost of construction for each work type is provided by the Employer. This cost of works is a forecasted estimate escalated to the planned commencement date of the works contract (excluding contingencies, CPA during the construction period and VAT). Where a full service is not required or the commencement date of the works contract is unknown the forecasted cost of the works will be escalated to the completion date of the service.

The remuneration payable shall be based on the tables below, depending on the type of service required.

Table C3.1.4(a): Remuneration payable

Section	Stage	Road Works, Structures, Other
C3.2	Initiation: a. Prefeasibility Report	Fee based
C3.3	Concept: a. Feasibility Report	Fee based
C3.4	Design Development: a. Concept Design b. Preliminary Design c. Detailed Design	Fee based
C3.5	Design Documentation: a. Draft Contract Document b. Tender Documentation c. Clarification Meeting, d. Tender Evaluation	Fee based
C3.6	Administration & Monitoring of the Works Contract a. Access of the Site Certificates b. Practical Completion Certificate c. Handover/Completion Certificate	Fee based
C3.7	Closeout a. Closeout Report b. Final Account and Final Approval Certificate As-built drawings and materials as-built report	Fee based
C3.8	Additional Duties, Special Services And Specialist Advice	Any reimbursable expenditure
C3.9	Disbursement Services	Any reimbursable expenditure

Table C3.1.4(b): Percentage points for phases/stages: Road Works and Structures

Type of Service	Initiation	Concept	Design Development:	Design Documentation	Administration, Monitoring of works & Handover	Close out (CO)	Total

Road Upgrade	5%	25%	25%	15%	25%	5%	100%
Structures	5%	25%	30%	10%	25%	5%	100%

For major capital projects > R100 million gateway reviews is required, In terms of Sections 38 and 51 of the PFMA.

The fee tendered and/or the hourly rate provided by the Employer for different employee categories shall include full compensation for the services required under all the different stages as specified herein, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits.

C3.1.5 Employer's Cost Estimate

The estimated costs of the different construction work types with a construction start date of 1 July 2021 are provided below:

Road works	R 138 280 927
Structures (bridges and other major structures)	R 0.00

Estimate Total project value (excluding contingencies, CPA during the construction period and VAT)	R 138 280 927
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The sum of the estimated costs of the relevant work types (including pro-rata of Section 1300) forms the basis on which the Service Provider shall tender his fee to cover all his costs to develop the detailed design including training. Project assessment costs and production of tender documentation including evaluation of tenders received are not considered to contribute to the development of the design and are separately billed. The final cost of the Works will, however, depend on the strategy selected by the Employer based on the most appropriate and cost-effective options identified by the Service Provider during the project assessment and design phases. Scope of work changes may cause an increase or decrease in the fee offered to produce the design.

C3.1.6 Standards, Manuals and Guideline Documents

The standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- TMH 3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Service
- TMH 8: Traffic and Axle Load Monitoring Procedures
- TMH 9: (Standard Visual Assessment Manual for Pavements)
- TMH 13: Network Level Pavement Surveillance Measurements
- TMH 14: South African Standard Automatic Traffic Data Collection Formats
- TMH 16: South African Traffic Impact and Site Traffic Assessment Manual

- TMH 17: South African Trip Data Manual
- TMH 19: Manual for the Visual Assessment of Road Structures
- Draft TMH 11: Standard Survey Methods
- TRH 3: Design and Construction of Surfacing Seals
- TRH 4: Structural Design for Flexible Pavements
- TRH 8: Design and Use of Hot Mix Asphalts in Pavements
- TRH 26: South African Road Classification and Access Management Manual
- SANRAL's Drainage Manual
- The Highway Capacity Manual
- South African Pavement Engineering Manual (SAPEM)
- South African Road Safety Audit Manual (SARSAM)
- Current industry best practice
- Standard Specifications for Road and Bridge Works: COLTO; 1998 or as amended
- The Employer's relevant proforma documentation for services, sub-services, evaluations, etc.

The style, format and presentation of the documents prepared by the Service Provider shall be in accordance with the requirements of the Employer. The latest versions and editions of these standards shall always be used.

The above is not an exhaustive list but shall be viewed as being the minimum standards applicable to the project. The Service Provider must apply his own knowledge and experience and recommend to the Employer other appropriate standards for his consideration.

C3.1.7 Stakeholder and Community Liaison and Social Facilitation

a) Purpose

To give effect to the need for transparency and inclusion in the process of delivering services, the Service Provider shall liaise with the project Stakeholders and affected Communities for the duration of the contract's life cycle. This shall be achieved through structured engagement with the PLC which was established for this purpose.

b) Stakeholders

Any Stakeholder who is affected by the Employer's operations in the Target Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- a) Provincial departments;
- b) Municipal departments;
- c) Traditional authorities;
- d) Community interest groups;
- e) Organised youth representation;
- f) Organised women representation
- g) Organised disabled people representation;
- h) Organised labour representation;
- i) Other structured community groups such as religion, education, farming, etc.;
- j) Transport industry;
- k) Business sector;
- l) Environmental interest groups;
- m) Road safety interest groups; and
- n) Any other recognised relevant and representative structure

The project is located within **UMshwathi Local Municipality(ies)** and **uMgungundlovu District Municipality**.

c) Target Area for the sourcing of labour for Construction Contract

The target area for the sourcing of labour only needs to be defined in consultation with the Project Liaison Committee (PLC) and may typically include:

- (i) One or more Wards that are wholly located within an area within a predefined radius of the construction activity.

d) Designated Group for sub-contracting to Works Contractor

Unless otherwise permissible in terms of procurement regulations or the PPPFA, it is the groups used to define Targeted Labour and the ownership and/or control of Targeted Enterprises and shall be restricted to:

- (i) Black designated groups as defined in the Codes of Good Practice issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- (ii) Black people as defined in Section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- (iii) Black people who are women and who are South African citizens;
- (iv) Black people who are youth as defined in Section 1 of the National Youth Development Agency Act, 2008 (Act 54 of 2008);
- (v) Black people who are people with disabilities as defined in Section 1 of the Employment Equity Act, 1998 (Act 55 of 1998)
- (vi) Black people who are military veterans as defined in Section 1 of the Military Veterans Act, 2011 (Act 18 of 2011);
- (vii) Black people who are living in rural or under-developed areas or townships;
- (viii) Small enterprises as defined in Section 1 of the National Small Enterprise Act, 1996 (Act 102 of 1996);
- (ix) Exempted Micro Enterprises (EMEs) as defined in terms of the Code of Good Practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), with an annual turnover of R10 million or less (Construction Sector Amended Codes of Good Practice); and
- (x) Qualifying Small Enterprises (QSEs) as defined in terms of the Code of Good Practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), with an annual turnover of R10 million and R50 million (Construction Sector Amended Codes of Good Practice).

e) Project Liaison Committee (PLC)

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

f) Social Facilitator

The Service Provider shall be required to procure the services of a specialised sub-Service Provider for social facilitation in terms of Clause C3.1.18 of the Scope of the Works. Alternatively, the Service Provider may propose use of in-house social facilitator subject to approval of such proposal by the Employer.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

C3.1.8 Permits and Authorisations

Any Environmental Management Plans/Programmes (EMP's) over and above the Employer's standard plan that may be required will be treated as a specialised additional service. Conversely, the compilation of any plans/reports necessary to comply with the relevant environmental legislation pertaining to applications to operate quarries and borrow pits will be treated as a normal sub-service. Procurement of sub-Service Providers in such instances shall be in accordance with the requirements of clause C3.1.17. As approvals of any EMP's etc. are essential prior to the commencement of the Works, the Service Provider shall be responsible to ensure that all submissions to the relevant approving authorities are completed by the milestone date tabled in clause C3.1.9.

C3.1.9 Project Programme

The Service Provider shall programme its duties in such a manner so as to complete the various stages/phases of the total project within the milestone dates specified below.

The Employer's programme for this project is as follows:

Table 3.1.9: Project Programme

	Project Stage/Phase	Stage/Phase Completion Date
A	Submission of draft Prefeasibility Report	29 November 2021
B	Submission of draft Feasibility Report	29 November 2021
C	Submission of draft Preliminary Design Report	13 December 2021
D	Submission of Gateway Review Report (if applicable)	31 January 2022
E	Submission of Road Safety Audit Report: Stage 1 Feasibility and Preliminary Design	21 February 2022
F	Submission of draft Detailed Design Report including Structures, Drainage & Geotechnical Reports	21 February 2022
G	Submission of Road Safety Audit Report: Stage 3: Detail Design	25 April 2022

H	Submission of design information to Legal Section(KZN DoT) for land acquisition purposes	25 April 2022
I	Submission of Basic Assessment Report or full EIA report	09 May 2022
J	Submission of WULA to approving authority	09 May 2022
K	Submission of EMP's to approving authority	09 May 2022
L	Submission of Draft Tender Documents for the Works and final Detailed Design Reports	30 May 2022
M	Tender Advertisement	24 June 2022
N	Submission of Final Tender Documents for the Works	24 June 2022
O	Clarification Meeting	08 July 2022
P	Tender Closure	29 July 2022
Q	Submission of Tender Evaluation Report	05 August 2022
R	Access to the site/ Handover	31 October 2022
S	Submission of draft Contract Report & as-built data	Within 3 months of issue of Certificate of Completion for the Works
T	Submission of final Contract Reports and as-built data	Within 1 month of issue of Final Approval Certificate for the Works

C3.1.10 Penalties and Delays

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of the required design information for land acquisition purposes, EMP's and EIA's, draft Design Report(s), Tender Documentation for the Works or Tender Evaluation Report, draft and final Contract Report and As-built data. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to the Employer prior to any meetings scheduled for the discussion and finalisation thereof as specified in the documentation requirements. The Service Provider shall thus take this period into account in compiling its programme.

Any delays to the above programme that are attributable to the Employer, or to other agreed mitigating circumstances, will not be subject to penalties. In the event of such instances arising, any extensions of time granted shall be limited to the equivalent number of calendar days attributable to each instance.

C3.1.11 Personnel Requirements

- a) Key persons

The Service Provider's key persons listed on form I(Part 1) become a contractual commitment upon award. However, the Employer recognises that key persons may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval, but does not require a Works Authorisation to be submitted. Replacement personnel shall be of same or better competence and experience as those initially accepted. Re-evaluation by the Employer of any replacement key persons shall be paid for by the Service Provider as specified in Section 3.8 unless the circumstances dictating the change are completely outside of the Service Provider's control.

The key persons required for this project are listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer.

b) Assistants to Key Persons and Additional Required Resources

Provision has been made in the Pricing Schedule for assistants to all the Key Persons and additional required resources (Design Specialists) other than Key Persons to participate or to gain experience in the positions proposed.

c) Minimum requirements

The minimum qualifications and requirements for the service and sub-Service Provider's personnel shall be as indicated in the table below.

Minimum Requirements

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Other Requirements
Design Engineer/ Contract Engineer	Pr Eng or Pr Tech Eng	7	
Project Manager	SACPCMP or <i>Pr Tech Eng</i>	10	
Surveyor	Registered Professional Surveyors, Technologist Surveyors, Technician Surveyors	5	Member of SAGC
Engineering Geologist	Pr Sci.Nat	5	SAIEG
Environmental Practitioner	Refer to sub-service procurement document		
OHS Specialist	Design Phase: SACPCMP registration as a Professional Construction HSE Agent Construction Phase:	As required by SACPCMP	

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Other Requirements
	SACPCMP registration as a Professional Construction HSE Agent or Manager		
Road Safety Audit Team Leader	<i>Pr Techni Eng</i>	7	Road safety course (5 CPD) Minimum 2 (two) audits within 3 (three) years
Engineer's Representative (RE)	Pr Eng or Pr Tech Eng	5	
	<i>Pr Techni Eng</i>	10	
Assistant RE	<i>Candidate Technician</i>	3	
Senior Materials Technician	National Diploma in civil engineering	10	
	<i>Pr Techni Eng</i>	5	
Materials Technician	None specified	10	
	National Diploma in civil engineering	5	
	<i>Pr Techni Eng</i>	2	
Trainee Technician	<i>Candidate Technician</i>	0	

- 1 Registered with Engineering Council of South Africa (ECSA) or any other international body recognised by ECSA.
- 2 Registered with Environmental Assessment Practitioners of South Africa.
- 3 Relevant experience is the actual number of years, measured from the date of acquiring the base qualification (either B.Eng / BSc.Eng or B.Tech for Pr.Eng or Pr.Tech Eng respectively and diploma for Pr.Techni Eng), and worked in the field of the specified position.
For the road safety audit team leader, the field shall be road safety design and/or traffic and transportation engineering and/or geometric design.
- 4 Full member of the South African Institute for Engineering Geologist.
- 5 Registered with the South African Council for Natural Scientific Professions (SACNASP).
- 6 South African Council for Project and Construction Management Professions (SACPCMP)
- 7 South African Geomatics Council (SAGC)

e) Personnel Category Definitions

The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- i) **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- ii) **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project. (e.g. The Engineer for the project)
- iii) **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level. (e.g. the resident engineer for the project)
- iv) **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

C3.1.12 Meetings and Liaisons

a) Meetings and liaisons between the Employer and the Service Provider

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service Provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

Draft copies of all reports, design and tender documents submitted for review shall be discussed at specially convened meetings prior to their finalisation.

Attendance at the meetings and liaisons shall include joint venture members and/or Targeted Enterprise(s) (if any), sub-Service Providers and the designated key persons except for the hand-over meeting where the Employer shall also perform the duties of secretarial services. A key person shall not be substituted by another Service Provider employee unless express permission for this has been sought from and approved by the Employer in writing. The Employer shall have the right to delay a meeting because of the non-availability of a key person and any delay costs so incurred shall be for the account of the Service Provider.

i) Project hand-over meeting

The date of the meeting will have been fixed and notice for it and an agenda included with the letter of acceptance of the Service Provider's offer.

The Service Provider shall come to this meeting prepared by his desktop assessment of the project details. The meeting provides a platform for the Service Provider to explain in detail how he intends going about the design development with specific reference to the methods, manuals and systems he will apply. For example, the relevant chapters dealing with pavement composition and behaviour, materials testing, standards, materials utilisation, design, etc. contained in the *South African Pavement Engineering Manual* (SAPEM) and the supporting suite of TMH and TRH publications have significance. The

Service Provider shall identify those he thinks are relevant and anticipates he will use in developing the project design.

In addition, the Service Provider shall explain and demonstrate his awareness of the encompassing social, natural, economic, safety and statutory environment within which the project is situated and how each impact on it.

Further, the Service Provider shall demonstrate his understanding of the Topographical survey and Land Acquisition process and the critical aspects that would give rise to material delays in the project proceeding to the Design and Construction Phase.

This meeting also provides the opportunity for administration details to be finalised. Included among these, but without providing limits to what may be required shall be:

- Signing and initialling of the contract document;
- Confirmation of prescribed insurance cover, including that of joint venture members (if any);
- Confirmation of vendor registration;
- Delivery of a compact disc (CD) containing all relevant forms and procedures needed for effective project administration.

ii) Progress meetings

The date for the first progress meeting shall be fixed at the hand-over meeting mindful that it cannot take place until the Service Provider has conducted his *in loco* inspection of the project site. The first progress meeting shall not be scheduled longer than six calendar weeks after the hand-over meeting. Proposals for investigation and intrusive testing will be discussed at this first meeting.

The Service Provider's programme, as envisaged at the hand-over meeting shall be fine-tuned and approved at the first progress meeting. The approved programme shall identify the number and frequency of progress meetings. They may be reduced or increased as necessary to achieve the milestone date of delivery of the approved detailed design.

Topographical surveys and the Land Acquisition process must form an integral part of the Service Provider's programme and must be listed separately in their proposed programme.

The purpose of progress meetings is to discuss the development of the project design and the minutes produced shall form the record of progress against programme. The minutes shall record the discussions held and the decisions made.

Duties of some sub-Service Providers are not directly related to the development and production of the project design; nevertheless, because of the severe impact their progress can place on the programme, their presence at, and participation in, design progress discussions is not negotiable. They shall attend progress meetings and any delays caused by postponements due to their non-availability shall be to the account of the Service Provider.

iii) Gateway Review meetings

All major capital projects having an estimated capital expenditure of more than R100 million, but less than R500 million shall have a Gateway Review process at the end of Concept or Preliminary Design Phase (whichever is applicable), prior to the acceptance of such applicable design.

The review meeting shall be initiated by the Employer and the focus of such review meeting shall in the first instance be on the quality of the documentation and thereafter on:

- 1) deliverability (the extent to which a project is deemed likely to deliver the expected benefits within the declared cost, time and performance envelope);
- 2) affordability (the extent to which the level of expenditure and financial risk involved in a project can be taken up on, given the Employer's overall financial position, both singly and in the light of other current and projected commitments); and
- 3) value for money.

b) Other project related meetings

The Service Provider must ensure that proceedings of meetings (whether formal or informal) are formally documented. These meetings may be between the Service Provider, sub-Service Providers, and/or other Stakeholders. The Employer may attend these meetings.

i) Project Liaison Committee (PLC) meeting

The PLC will meet on an ad-hoc basis during the Design Stage of the project to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider.

The PLC will meet prior to the monthly site meetings or as may be required from time to time during the Construction Phase to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider.

ii) Works Contract Hand-over meeting

It is required that the Contract Engineer and the Engineer's Representative (Resident Engineer) attend the works contract hand-over meeting.

C3.1.13 Risk Management

The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting.

Used properly, the risk register will predict or pre-warn of change; as the probability of an event increases so will the need for a Works Authorisation to approve extensions of time or allocation of more funds become more certain.

A base risk register shall be discussed and recorded at the hand-over meeting. It shall be re-visited at each successive progress meeting to confirm the status of each and record any changes. The opportunity to add more or remove others will also be discussed at the progress meetings.

A fundamental element of risk assessment, but by no means the only one, will be economic affordability meaning that each design strategy must be separately and broadly estimated for comparison against the basis of the Employer's budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employer's envisaged design strategy. Similarly, other identified risks will have a cost element to them and these must also be brought to the Employer's attention for discussion and decision. The Employer may require the Service Provider to make use of its standard risk reporting format.

C3.1.14 Document Management

Three (3) hard copies (or otherwise agreed with the Employer) of draft reports and/or documents shall be submitted 10 (ten) calendar days prior to the meeting dates for discussion purposes. All changes emanating from these meetings shall be incorporated into a final version. The record of the changes shall be by means of track changes to the draft version and submitted in CD format.

All reports and/or documents shall utilise the Employer's proforma formatting without alteration unless specific request for a change has been submitted to and approved by the Employer.

C3.1.15 Management of Drawings

When the Service Provider produces drawings he shall, where applicable, use the Employer's typical details and when doing so they shall become integrated into the Service Provider's detail design for which he will assume full professional responsibility.

The requirements shown on the Employer's proforma drawing, available on the Employer's web site, shall be used. Drawings shall incorporate what has been discussed and agreed at the various progress meetings. All drawings issued to the contractor shall be fully signed and any amendments thereof shall also carry full original signatures.

C3.1.16 Safety

This part of the specification has the objective to assist the Service Provider entering into contracts with the Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993, as well as all applicable Regulations. Compliance with this document does not absolve the Service Provider from complying with minimum legal requirements and the Service Provider remains responsible for the health and safety of his employees and those of his Mandataries. The Service Provider shall therefore include this part of the specification to any contract that he may have with sub-Service Providers and/or suppliers.

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

The Service Provider shall on award of the contract become the Client's Agent in terms of Construction Regulation 5(5), (6) and (7) of the Occupational Health and Safety Act, (Act 85 of 1993). The duties and responsibilities as the Client's Agent are as prescribed in Construction Regulation 5(7).

For purposes of clarity typical duties required of the Service Provider are given in (b) and (c) below, but they shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulations occurs the latter shall rule.

a) Project Specific Requirements

The following is a list of Baseline Risk Assessment and project specific health and safety specifications prepared by the Client in terms of Construction Regulation 5(1)(a) and 5(1)(f).

i) Baseline Risk Assessment for Design Phase

- Working in elevated positions (e.g. Bridge Inspections)
- Working over water environments (e.g. Bridge Inspections)
- Excavation – locating existing underground services, digging test pits
- Manual handling – setting up surveying equipment
- Ergonomic risks
- High & Low voltage power lines – overhead & underground
- Work in close proximity to railway lines
- Uneven ground surfaces
- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances) as per our Standard Details
- Exposure to noise
- Working in close proximity to traffic
- Working with hot materials
- Radio Active equipment
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site
- Biological risks e.g. bees, snakes, spiders, etc.
- Hazardous Biological Agents
- Environmental risks
 - Bad weather conditions,
 - o rain,
 - o lightning,
 - o wind,
 - poor visibility
 - heat exposure – dehydration
 - cold environment

ii) Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site
- Site establishment including:
 - Office(s)
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Temporary fuel storage, where applicable
 - Laboratory establishment, where applicable (Client responsibility)

- Location of existing services, e.g. Telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment, e.g. threats by dogs, bees, snakes, lightning, etc.
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Hazardous Biological Agents that could lead to epidemics and pandemics
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trenches
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Grader
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines (High and low)
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working at heights
- Working in confined spaces – tunnelling
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

b) Design Phase

The Service Provider or his registered Professional Construction Health & Safety Agent must identify elements of the design that are inherently dangerous or hazardous to the health and safety of Contractor employees during the construction phase and design in such a manner as to mitigate or eliminate the risk where possible. To this avail the Service Provider (or his Agent as outlined above) must prepare a baseline risk assessment for the intended construction work project, and make the same available to the Employer. This duty of identification continues into the construction phase of the project regardless that the designer may not be monitoring the construction phase. All identified dangers/hazards are to be listed and brought to the attention of potential contractors by means of the baseline risk assessment as outlined above and envisaged in Construction Regulations 5(1)(a); (b) and (c).

For example, staging for bridge decks or shoring of unstable excavations is the designer's responsibility to identify and notify of the health and safety risk. It is also the designer's responsibility to undertake inspections at critical phases of construction to ensure that the identified risks are continuously and appropriately mitigated.

c) Construction Phase

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled, meaning that the Service Provider has to include amongst its permanent monitoring staff at least one appropriately trained member. In addition, the Service Provider must conduct monthly internal audits to ensure the site personnel are adhering to the statutory requirements. Costs for performing this duty are recoverable via the rate offered for this scheduled item of work. An Occupational Health and Safety Audit Questionnaire is included in Appendix D in Part C4 for this purpose. This audit may be conducted by either the registered Professional Construction Health and Safety Agent or a registered Construction Health and Safety Manager.

The Employer may order external audits, the costs of which are separately recoverable as a disbursement to the specialist sub-Service Provider selected to conduct such audits.

Furthermore, the Service Provider must, in compliance with Section 24 of the Occupational Health and Safety Act (Act 85 of 1993) report immediately to the Employer's Health and Safety Officer and the relevant project manager the details of a Section 24 incident, including confirmation that the construction contractor has similarly reported the same incident directly to the Department of Labour.

d) Health related Epidemics and Pandemics

The Service Provider shall, as far as reasonably practicable make provision for health-related epidemics and pandemics that is declared by authorities. The employer is aware that this provision will not speak to specific cases. Once the nature and scale of the epidemic or pandemic is known, the Service Provider must ensure that the requirements stipulated in the Hazardous Biological Agents Regulation are adhered to and in particular the following as described in the mentioned Regulation:

- Information and training of employees
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Control of Exposure
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities

e) General Occupational Health and Safety Provisions

Site specific health and safety specifications for the intended construction work based on the Baseline Risk Assessment.

C3.1.17 Procedure for Procurement of sub-Service Providers

A sub-service is taken to mean any service necessary for the production of the project design and later construction, which is performed by someone other than the Service Provider. A sub-service procured directly by the Service Provider requires the Service Provider to enter into a sub-service agreement with that sub-Service Provider. The relationship between the Service Provider and sub-Service Provider is that of contractor/sub-contractor.

Another type of sub-service is less direct because the service required has already been procured by the Employer under a separate agreement. The role of the Service Provider in the management of this sub-service is that of the Employer's agent.

In both cases the Service Provider is responsible for the performance of the sub-service.

Procurement of a sub-service shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standard proformas and Supply Chain Management and procurement policies. This will require the Service Provider to advertise for an open tender process or invite quotations from identified potential sub-Service Providers. Submitted quotations/tenders, in a sealed envelope by the date and time agreed, and must be opened in public by the Employer's delegated staff. The Service Provider shall remove under signature all submitted offers for analysis and submit a report with recommendations to the Employer for approval prior to the appointment of any sub-Service Provider. Once approved, the Service Provider shall enter into an agreement with the sub-Service Provider with a copy of same submitted to the Employer.

Service Providers appointed to a project are not permitted to bid for any sub-service related to the project.

C3.1.18 Participation of Targeted Enterprise(s)

The Employer may stipulate the involvement of Targeted Enterprise(s) in the project design and construction as a mechanism to broaden the economic share of the national spend on engineering services and as a means to hasten and improve the transfer of technical skills.

The Service Provider's Targeted Enterprise(s) become a contractual commitment upon award.

- a) The Targeted Enterprise(s) shall be involved throughout the project stages and the percentage specified in the Contract Data shall be applicable to actual work split (excluding all provisional and prime cost sums but including site staff salaries) amongst the following stages:
- Initiation
 - Concept and Viability
 - Design Development
 - Design Documentation
 - Administration and Monitoring of the Works
 - Close out

- b) The use of Targeted Enterprise personnel as site staff during the administration and monitoring of the Works phase is included as part of the percentage specified in the Contract Data.

C3.1.19 Training

- a) Employer's trainees

The Employer may enter into a separate arrangement with the Service Provider for training of its own permanent employees as a secondment for the express purpose of providing its candidate engineers/Technicians with design and/or site supervision experience. The Employer may also enter into an arrangement with the Service Provider to provide experiential training to students.

The design phase provides the opportunity for students and candidate engineers/Technician to receive training. Three distinct categories of training are recognised. The first, and most formal, is the placement of the Employer's candidate engineers/Technicians with the Service Provider for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to this project and may be subject to scrutiny and inspection by the Employer who is responsible for candidates' remunerations. The trainees are expected to work according to the Service Provider's terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Provider's own full-time personnel. No allowances shall be made for working overtime.

Less formal will be experiential training the Service Provider is requested to provide to university or university of technology undergraduate students. The training provided must be in accordance with the academic institution requirements.

The Service Provider, apart from providing the technical training, shall also provide trainees with all the tools (including appropriate information technology hardware and software) and space necessary to carry out engineering or survey work as if they were the Service Provider's own permanent staff.

Reporting on training progress of each candidate engineer/Technician and student shall be compiled according to the formats and intervals set by Employer.

C3.1.20 Contract(s)/Agreement(s) with Targeted Enterprise(s)

The Service Provider shall enter into a contract/agreement with the Targeted Enterprise(s) to provide him with the opportunity to participate in KZN Department of Transport projects under their guidance. Copies of the contract/agreement(s) shall be provided to the Employer.

C3.1.21 Service Provider's Estimated Cost of the Works

The Service Provider shall at the completion of each stage or phase where applicable, provide the Employer with an updated realistic estimate of the cost of the works. Despite this requirement, the Service Provider shall, at the end of February of each year, provide the Employer with an updated realistic estimate of the cost of the works as well as the foreseen duration of the works.

C3.1.22 Economic Feasibility Analysis

Development of the design shall include continuous testing of the feasibility of the project so that in the unlikely event of a total misreading of the project scope as prescribed a decision can be made to abandon, change or continue with the design development. The earlier the warning the earlier change decisions can be made.

C3.1.23 Communication Management

Communication management must be identified early in the life of the project and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or commit the other.

C3.1.24 Services

The early identification of services is a critical element in the project. The Service Provider shall identify those that are observable during the project initiation stage and those resulting from further later investigations.

During the design development phase, the Service Provider shall continuously liaise with the identified service owners and with the Employer. A first step is to search for any wayleave or similar authorisation agreement for the service to be placed within, alongside or across the project site. All liaison shall be formal and in writing.

Service relocation may be required. If any design is required to temporarily or permanently relocate the service such design shall not be to the Employer's account unless agreed during liaison with the service owner. Regardless that any agreement is reached the Employer shall not take responsibility for the subsequent design, it being deemed that it cannot assume liability for property that it does not own or operate. However, the Service Provider is at liberty to offer its design capabilities to the service owner under an agreement between them. The service owner's design cost recovery may be via the contract should the Employer and service owner so agree, but no design liability shall pass to the Employer.

C3.2 PROJECT INITIATION STAGE

C3.2.1 Scope

This section covers the project objectives, needs, acceptance criteria, the Department's priorities and aspirations, procurement strategies, and sets out the basis for the development of the Concept Report.

C3.2.2 Assessment in Phases

In the first part of project Initiation is the visual assessment and thorough analysis of information gathered, whereafter the Service Provider shall arrange for the first progress meeting with the Employer for the purpose of confirming the design strategy and acquiring approval for the type, quantity and positioning of intrusive and other investigations which form the third part of project assessment.

Assessment requirements are summarised below and expanded in the following paragraphs:-

- Assist in developing a clear project brief.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.

- Advise on criteria specific to own scope of work that could influence the project life cycle
- cost significantly.
- Review and analyse information gathered
- Conduct visual assessment of the road
- Identify statutory and regulatory requirements
- Evaluate risk that the project presents to the Employer
- Other criteria

a) Traffic assessment

The Service Provider shall review the traffic data provided to determine any potential need for capacity and pavement improvement and identify any need for additional traffic counts or studies.

b) Structures assessment

Assess the available information and conduct a site inspection of all structures located on the route in order to undertake a condition assessment and to gain a general appreciation for the structures and the structural issues that may arise as a result of the envisaged work.

Identify which structures require capacity improvement (hydrologically, traffic, strength, etc.) and maintenance/rehabilitation interventions. All structures shall be assessed, however, in addition the following bridges have been identified by the Employer that require assessment for defects to be repaired as part of this project.

C3.2.3 Identification of Statutory and Regulatory Controls

The Service Provider shall identify legislation applicable to this project and bring to the notice of the Employer together with recommendations how compliance thereto can be incorporated into the project design.

The following aspects must be dealt with at this point:

- Road closures arising from the design;
- The closure of public places that would arise from the design;
- The impact must be determined that the project/design will have on zoning criteria for properties in a township. This is in particular reference to where such properties will be reduced to a size as a result of the design and where such remaining portions will be in conflict with the such zoning criteria; and
- Statutory provisions relating to Mining Rights, Proclamations and De-proclamations of Provincial and Municipal Roads, the closure of streets and public places, the existence of Informal Property Rights, Traditional Authorities, etc. need to be clearly identified at this stage.

The Service Provider will be required to facilitate the conclusion of the above agreement(s) and where such agreement(s) shall be concluded prior to the commencement of any construction phase of the project.

C3.2.4 Other Authorities and Stakeholders

The Service Provider shall identify all authorities and stakeholders who should be consulted about the design and implementation of this project and the degree to which liaison with each is expected. In addition, the Service Provider shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with whom liaison must take place but shall not commit to any meetings without first engaging the Employer to confirm how and when such meetings should be held.

Where the Project traverses land under the control of a Tribal (Traditional) Authority then the Department of Rural Development and Land Reform is to be notified and a determination and record of which officer is responsible for the area affected must be made.

Where a Project Liaison Committee (PLC) has not been established as a community structure, the Employer under the guidance of the Service Provider will establish a PLC within the boundary concerned.

During the development of the design and the construction phases the Service Provider shall continue these same liaison duties, including representing the Employer if so authorised and providing the Employer with written records of all liaison meetings and conversations.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

C3.2.5 Project Initiation Report

A project report shall be submitted for discussion at the progress meeting. The Service Provider shall, using the findings of the Initial Assessment already conducted, identify problem areas and provide comprehensive evidence that their underlying cause is understood and propose appropriate corrective or reparative remedies. These proposals will accompany others for multiple design methodologies that are considered appropriate to the project including identification of their respective technical inputs. All proposals shall be discussed with the Employer. At least 2 (three) different methodologies must be proposed in the assessment report in cases where a Concept and/or Preliminary Design is not required so that the Employer is presented with an array of design options from which to make decisions for progression to Detail Design.

Although all aspects are important, particular emphasis should be given to the materials making up the existing pavement, their current reported condition and their respective sources.

During the first part of the assessment and based purely on the information given and/or collected, the Service Provider must devise other feasible strategies for further discussion with the Employer.

C3.2.6 Measurement and Payment

Item	Unit
3.2.1 Initial Assessment	
(a) Initial Assessment	%(Fee based)

The unit of measurement for pay item 3.2.1(a) shall include full compensation for all other costs associated with the initial assessment.

C3.3 CONCEPT AND VIABILITY

C3.3.1 Scope

This section covers the investigations preceding any design development. This process requires investigations to be undertaken either in-house or through the appointment of relevant sub-Service Providers.

C3.3.2 Investigations, Sampling and Testing

investigations are deemed to be any type of investigation that probes into or removes from the pavement layers, sub-grades, structures' elements and other areas, e.g. cuttings, etc.

Supervision of intrusive investigations shall not be delegated, they shall be supervised and logged by the key person listed as the relevant design specialist.

Provision for investigations, sampling and testing has been allowed for in the Pricing Schedule.

The Service Provider shall submit for approval a schedule of proposed work for all field work, sampling and testing prior to commencement.

C3.3.3 Survey Services

All survey requirements must be identified by the Service Provider as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH11: Standard Survey Methods in order to ensure that the survey deliverables will conform to the Service Provider's requirements.

a) Procurement of the survey sub-service

The Service Provider shall identify all potential survey requirements during the initial and visual assessment stages, including the survey of potential borrow pits and/or quarries. Discussion of purpose and extent of the survey shall be included in the agenda of the first progress meeting to which the Legal Section may be invited should it be required.

Tenders shall be invited only from surveyors who are suitably registered in terms of the Geomatics Profession Act, Act 19 of 2013. The procurement of survey work shall conform to the Employer's procurement policies and procedures. The procedures as set out below shall apply after appointment of the survey contractor. The Service Provider shall then become responsible for the performance of their sub-Service Providers. All surveys are to be carried out to TMH11 standards.

C3.3.4 Traffic Studies Services

All traffic monitoring requirements must be identified by the Service Provider as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services and TMH14: South

African Standard Traffic Data Collection Format in order to ensure that the traffic monitoring deliverables will conform to the Service Provider's requirements.

a) Procurement of the traffic monitoring Service Provider

The Service Provider shall identify all potential traffic monitoring requirements during the initial and visual assessment stages.

However, if agreed that the Service Provider have to procure the traffic monitoring services, a prime cost sum has been provided in the Pricing Schedule. In such a case, the latest standard traffic monitoring proforma tender document, which covers all traffic monitoring types, will be made available by the Employer. Tender shall be invited only from traffic monitoring Service Providers who are suitable certified in terms of TMH3 for the specific traffic monitoring system type required. The procurement of traffic monitoring work shall conform to the Employer's procurement policies and procedures. All traffic monitoring is to be carried out to TMH3 and TMH14 standards

C3.3.5 Environmental sub-service

The Service Provider shall identify all potential environmental issues relating to the envisaged scope of the Works during the assessment stage, including areas where potential borrow pits and/or quarries may be located.

The environmental sub-Service Provider shall distinguish between the design and construction stages. The Employer recommends that the same sub-Service Provider fulfils the duties of the Environmental Assessment Practitioner (EAP) and later as the Environmental Control Officer (ECO), in accordance with the Mineral and Petroleum Resources Development Act (28 of 2002).

Specialist studies identified as being necessary do not form part of normal duties, and such services may have to be separately procured, but still in accordance with the procedures for the procurement of sub-Service Providers.

C3.3.6 Geotechnical and Drilling Services

Sub-service work shall only be undertaken by suitably qualified and experienced personnel. Dependant on the scope and/or scale of such sub-services, supervision may be required on a full time or part time basis as determined by the Employer.

The logging of the cores and profiling of test pits are the Service Provider's responsibility. All core logging and test pit profiling are to be carried out, officially checked and signed by a suitably qualified and experienced engineering geologist as specified in Section 38 of the COLTO/ COTO.

The Service Provider's geotechnical engineer shall be responsible for reviewing the results of the investigations and confirming its acceptance. The geotechnical engineer will be involved in the planning, procurement and managing of the sub-contract. The geotechnical engineer will be responsible for the acceptance of data collected during the investigation including amongst others, test pit profiles, laboratory test, etc. and the production of a factual geotechnical report. In addition, the geotechnical engineer will be responsible for an interpretive geotechnical report as well as a design geotechnical

report required for fulfilling the design. The geotechnical engineer shall be involved during the construction phase in accordance with his/her obligation with regard to professional responsibilities

C3.3.7 Pavement Investigation and Sampling

a) Test pits

All test pits shall be excavated, profiled and sampled in accordance with relevant Manual and industry best practice. The dimensions of the excavation shall be sufficient to permit safe working conditions and to allow for adequate quantities of material to be sampled from each horizon for the envisaged testing. All test pits shall be excavated to a minimum depth of 800mm, or deeper if so specified by the design engineer.

All test pits shall be backfilled utilizing material which is at least of a similar quality as that removed from the relevant horizon. Compaction shall be by appropriate compaction equipment in layers not exceeding 150mm.

b) Transport of samples to laboratory

All samples shall be securely fastened, labelled and transported to the laboratory appointed to carry out the required testing.

c) Laboratory testing

Only SANAS accredited laboratories shall be permitted to carry out laboratory testing of materials. All testing shall be carried out in accordance with the methods specified in the relevant test methods.

Provision for the costs of any laboratory testing has been included under specific tests and/or under a Provisional Sum item in the Pricing Schedule.

C3.3.8 Measurement and Payment

Item		Unit
3.3.3	Survey Services	
	(a) Survey Services when procured by Service Provider	prime cost (PC)
	(b) Handling cost and profit in respect of (a) above	
3.3.4	Traffic Monitoring Services	
	(a) Traffic Monitoring Services when procured by Service Provider	prime cost (PC)
	(b) Handling cost and profit in respect of (a) above	%

Item 3.3.5	Environmental Services (a) Environmental services during design stage (b) Handling cost and profit in respect of (a) above	Unit prime cost (PC) %
Item 3.3.6	Geotechnical and Drilling Services (a) Geotechnical and or Drilling investigations (b) Handling cost and profit in respect of (a) above	Unit prime cost (PC) %
Item 3.3.5	Pavement Investigation and Sampling (a) Establishment of personnel and equipment for test pitting (b) Handling cost and profit in respect of (a) above	Unit prime cost (PC) %

C3.4 DESIGN DEVELOPMENT STAGE

C3.4.1 Scope

This section covers the requirements for the compilation and submission of a Concept and/or Preliminary and/or Detailed Design and the various phases that the Service Provider may have to apply so as to develop the design in such a way that the Employer is provided the opportunity to select the most appropriate design strategy .

It is a fundamental requirement that the Service Provider has a thorough working knowledge of the Employer's complete suite of design standards, codes, manuals and guidelines (i.e. those that it publishes and those for which it provides an industry custodianship), which shall be used in the production of the designs in all their separate phases. In addition, the Service Provider shall apply any other industry best practice publication that may be appropriate. Furthermore, the Employer's philosophy of appropriate standards and cost effectiveness shall always be considered.

C3.4.2 Preliminary Design

The underlying purpose of preliminary design is to develop more than one option for presentation to the Employer for selection of that which is the most appropriate based on technical functionality and economic benefit. The selected option(s) will then be further developed in the detailed design phase.

On projects that commence with this design phase, the Service Provider shall, using the findings of the project assessment and investigations or concept design already conducted, identify problem areas, provide comprehensive evidence that their underlying cause is understood and propose appropriate corrective or reparative remedies. These proposals will accompany others for multiple design methodologies that are considered appropriate to the project including identification of their respective technical inputs. All proposals shall be discussed with the Employer. At least 3 (three) different methodologies must be proposed not all of which need to include identified remedies. Proposed

methodologies should separately deal with elements relating to capacity improvements so that these may be individually developed together with the methodologies so that the Employer is presented with an array of design options from which to make decisions for progression to detailed design.

The duties to be performed include but are not limited to the following:

- i. Provide a programme for documentation and implementation of the works;
- ii. Include a baseline risk assessment and a health and safety specification;
- iii. Include an operations and maintenance support plan over the service life;
- iv. Establish the feasibility of satisfying the original scope of works within the original budget, and if not, motivate a revised scope and/or budget;
- v. Include a technology (alternatives) options assessment;
- vi. Include a regulatory due diligence (compliance with various regulations and required statutory permissions impacting this project);
- vii. Advising the Employer as to the need for any further surveys of any kind, analysis, tests and site or other investigations which may be required, and arranging for these to be carried out at the Employer's expense including a risk assessment and sensitivity analysis associated with the need;
- viii. Advising the Employer regarding environmental requirements and management plans and attending to the same;
- ix. Advising the Employer, as may be necessary, upon the appointment of and brief to other professional engineers, architects and specialist advisers and arranging such appointments and consultations with such advisers in matters affecting the works;
- x. Consultation on technical matters with authorities and interested and affected parties;
- xi. Making modifications to the preliminary design of the works in connection with or dictated by the consultations aforesaid;
- xii. Identification and reporting on services and owners as well as relocations/protection measures required;
- xiii. Submission of estimates of capital and life cycle costs and economic and financial implications in relation to the proposals and the confirmation of the financial sustainability thereof;
- xiv. Compilation and submission of a Preliminary Design Report and if required a Preliminary Materials Report.
- xv. A separate Geotechnical Report must be submitted where geotechnical investigations are required.
- xvi. A separate Drainage Report will be needed for each Bridge and Major Culvert and shall form part of the first stage submission as described above.
- xvii. Preparing, reporting and presenting the alternatives to the Employer's Gateway Review Committee for project costs higher than R100 million.

C3.4.3 Detailed Design

The Employer will select from the outcome of the project assessment stage or preliminary design phase, the design option and other possible design elements that are to be developed to detailed design.

The duties to be performed include but are not limited to the following:

- i. Provide a programme for documentation and implementation of the works;
- ii. Include a baseline risk assessment and a health and safety specification;
- iii. Include an operations and maintenance support plan over the service life;
- iv. Establish the feasibility of satisfying the original scope of works within the original budget, and if not, motivate a revised scope and/or budget;
- v. Include a technology (alternatives) options assessment;
- vi. Include a regulatory due diligence (compliance with various regulations and required statutory permissions impacting this project);
- vii. Advise the Employer as to the necessity for setting out or staking out the works, establishment of construction beacons;
- viii. Advise the Employer as to the need for any further surveys of any kind, analysis, tests or other investigations which may be required and arranging for these to be carried out including a risk assessment and sensitivity analysis associated with the need;

- ix. Advise the Employer regarding environmental requirements and management and attending to same as agreed with the Employer;
- x. Estimates of the cost of the works, using the unit rates of the Employer's database if applicable;
- xi. The timeous arrangement for the relocation of any services which may disrupt the construction programme. This may include relocation of services prior to construction stage;
- xii. Submit the necessary design documentation to local and other authorities for approval, if required;
- xiii. Consultation on and incorporation of, where applicable, technical matters with authorities and interested and affected parties;
- xiv. Compilation and submission of a Detailed Design Report and if required a Materials Report; If the project requires only a Detailed Design Phase and a preliminary design on structures was previously conducted, the Service Provider must confirm the findings on the Preliminary Design and re-submit a structures report if changes are required. The selected recommended option is then to be approved by the Employer's Bridge Engineer before any detail design is commenced.
- xv. Submission of Economic Feasibility Analysis (where required) and confirm the financial sustainability of the project.
- xvi. Undertake a market analysis in terms of the CIDB guidelines for undertaking a feasibility study (CIDB grading, Central Supplier Database, etc. of availability and type of Targeted Enterprises for the Works Contract.

If the project requires only the detail design phase the Service Provider shall, using the findings of the project assessment and investigations or designs already conducted, identify problem areas, provide comprehensive evidence that their underlying cause is understood and propose appropriate corrective or reparative remedies. The selected recommended option is then to be approved by the Employer's Bridge Engineer before any detail design is commenced.

Detail design requires the drafting of a final project specification that will be incorporated into a full tender document adopted from the Employer's proforma tender document. A full set of drawings complying with the Employer's latest drawing standards shall be presented for signature. The Service Provider shall be aware of the Employer's procedures for iterative presentations of drawings for approval, signature, archiving and amendment to include the as-built record.

C3.4.4 OHS Requirements

The Service Provider shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phase and design in such a manner as to mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasised and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor.

For example, staging for bridge decks or shoring of unstable excavations is the designer's responsibility to identify and notify of the health and safety risk.

C3.4.5 Environmental Requirements

Throughout the development of the project design the Service Provider shall liaise closely with the appointed EAP as he/she performs the environmental subservice. It is desirable that the EAP accompanies the Service Provider to the regular progress meetings to ensure accurate reporting on the state of the application for environmental approvals. The compilation of the various Environmental Management Programmes (EMPRs) that the respective relevant authorities require shall be modelled on the Employer's standard Environmental Management Plan with as little deviation from it as possible. Any adaptation or change shall be reported to the Employer for approval and later incorporation into the contract document.

Any cause derived from these EMPs that requires incorporation into the design shall similarly be reported to the Employer for approval.

C3.4.6 Land Requirements

a) Property Report

A comprehensive and detailed Property Report shall be compiled. Individuals hold informal and community rights over Tribal Land. Consequently, the Service Provider must ensure that he is fully conversant with the Interim Protection of Informal Land Rights Act, Act 31 of 1996 and the procedures contained therein. These rights are not registered and recorded in a Deeds Office. On-site meetings must therefore be held with the affected communities and their leadership in order to determine the extent and nature of their rights. The exact impact that the project will have on their rights must be clearly determined in community meetings in order to avoid conflict. The Property Report must define each right affected, identify the boundaries and ownership thereof and clearly record all information related to these rights.

C3.4.7 Road Safety Audit

The Service Provider shall in terms of the South African Road Safety Audit Manual (Second Edition, May 2012), hereafter referred to as the SARSAM:

- a) Develop a Scope of Works for the procurement of the services of a Road Safety Audit Team as required, such Scope of Works shall include but are not limited to:
- Conducting a Project Information Review;
 - Conducting a Site Inspection/s ;
 - Producing a Road Safety Audit Report
 - Issuing the Road Safety Audit Report and discussing the initial findings with Employer and Service Provider;

The Service Provider shall implement Design Changes as identified by the Road Safety Audit Team and as agreed to with Employer, as specified in the Response Report.

The Service Provider should provide written feedback on lessons learned and knowledge gained, which shall take the form of a short report.

The following Stages of Road Safety Audits will be applied to the following project types:

Road Safety Audits	New Projects	Upgrading Projects
		Road and Bridges
Stage 1: Feasibility / Preliminary Design <i>(As defined in Clause C3.4.5 Concept Design and C3.4.6 Preliminary Design)</i>	<i>Optional</i>	<i>Optional</i>

Stage 2: Preliminary Design (As defined in Clause C3.4.6 Preliminary Design) / Draft Design (As defined in SARSAM)	Yes	Yes
Stage 3: Detail Design, Including Traffic Accommodation Design (As defined in Clause C3.4.7 and the SARSAM)	Optional	Optional
Stage 4: Construction (Road Safety Audit of Traffic Accommodation proposed by the Contractor as defined in SARSAM)	Optional	Optional
Stage 5: Pre-opening (As defined in SARSAM)	Yes	Yes
Total Number of Audits	Minimum of 3	Minimum of 2

C3.4.8 Project Cost and Feasibility

A separate cost estimate shall be compiled for each design option. On completion of the detailed design stage this estimate shall consist of a priced schedule of quantities. This estimate shall include a contractor's probable preliminary and general costs as well as a provision for contract price adjustment.

In addition to a cost estimate of each design being developed a feasibility analysis shall also be conducted as specified.

C3.4.9 Project Programme and Constructability

At completion of the detailed design phase the Service Provider shall provide a comprehensive logic programme of construction activities regardless of the complexity of the project. The programme shall also be used to verify a realistic construction period.

The programme shall include the following:

- A work breakdown structure that identifies all major activities.
- Scheduled duration for each activity.
- Time for each activity.
- A risk assessment schedule with mitigating plans of issues that could prevent the due completion date being met.

Throughout the development of the project design the Service Provider shall consider the constructability of the design which shall also be reflected in the programme. Typical aspects and/or

constraints that should be considered (but not limited to) are traffic volumes, time of day/year, work space, weather, safety, environmental issues and land acquisition issues.

C3.4.10 Detailed Design Report

A detailed design report shall be submitted for discussion at the progress meeting. This report shall, as a minimum, cover all the duties as specified under Detail Design including:

- Deviations from standards, e.g. geometric, drainage, road classification, structures, etc.
- Geometric and capacity improvements
- Existing versus proposed X-section
- X-section development strategy – 20 years
- Intersection/interchange improvements
- Outcome of interaction with stakeholders
- Relocation of services
- Existing pavement condition and accepted pavement design
- Materials utilisation
- Geotechnical improvements
- Road furniture improvements
- Additional land requirements
- Drainage improvements
- New structures and any capacity improvements to existing structures (which includes bridges, major culverts, lesser culverts, walls, gantries, light masts and buildings)
- Comprehensive report on Land Acquisition

C3.4.11 Phase/Stage Discontinuity

Whenever discontinuity occurs between various design phases within the design development stage, the Service Provider shall review the design of the Service Provider who undertook the previous phase design. The Service Provider shall also take account of any other information and data acquired from its own approved investigations. Should the Service Provider be required to re-design certain portions of the previous phase, the Service Provider shall take full liability for that portion.

Whenever discontinuity between design development stage and/or tender documentation stage and/or contract administration and monitoring of the works stage occurs:

- The Service Provider shall review the design of the Service Provider who undertook the design development (the designer) taking account of any other information and data acquired from its own approved investigations. Should the Service Provider be required to re-design certain portions of the original design the Service Provider shall take full liability for that portion.
- The designer will be afforded the opportunity to review the final tender documentation compiled by the Service Provider. This is done in recognition of the designer's ongoing liability for the design and providing the protection to review and comment on the original design and specifications still being appropriate for the prevailing circumstances and/or conditions. In addition, the designer will be provided the opportunity to inspect the construction works periodically to ensure that his/her professional obligations are not being compromised. Any visit shall be in the company of the Service Provider appointed for construction monitoring. The frequency of any such inspections shall be appropriate to the scope and scale of the Works.

C3.4.12 Measurement and Payment

Item		Unit
3.4.2	Preliminary design	

- | | | |
|-----|---|---------------|
| (a) | Road works: | |
| | (i) Fee (based on Employer's estimated cost of the works) | lump sum (LS) |
| | | |
| (b) | Structures (bridges and other major structures): | |
| | (i) Fee (based on Employer's estimated cost of the works) | lump sum (LS) |

Item		Unit
3.4.3	Detailed design	

- | | | |
|-----|---|---------------|
| (a) | Road works: | |
| | (i) Fee (based on Employer's estimated cost of the works) | lump sum (LS) |
| | | |
| (b) | Structures (bridges and other major structures): | |
| | (i) Fee (based on Employer's estimated cost of the works) | lump sum (LS) |

The Service Provider shall be entitled to render interim monthly accounts, based on progress measured against the approved programme, for up to 60% of the fee for the specific stage. A further 10% of the fee is claimable upon delivery of the respective draft report. The remaining 30% of the fee is claimable upon delivery of the approved respective final report.

Item		Unit
3.4.7	Road Safety Audit	
	(a) Feasibility/Preliminary/Detail & Construction/Pre-opening	prime cost (PC)
	(b) Handling cost and profit in respect of (a) above	%
Item	Unit	
3.4.8	Occupational Health and Safety requirements	
	(a) Health and safety requirements during design	prime cost (PC)
	(b) Handling cost and profit in respect of (a) above	%
Item	Unit	
3.4.9	Training	
	(a) Employer's Trainees:	
	(i) Candidate engineers/Technicians	person month
	(ii) Students experiential training	person month

The rates tendered shall include full compensation for the Service Provider's costs to provide training to the different categories of trainees inclusive of all costs to communicate with the Employer and any

other body or organisation in respect of work assigned to the trainees. The rate tendered shall also include telephone calls and charges, stationery and information technology hardware, software, connection or licence costs and for lost production and profits.

Item		Unit
3.4.11	Phase/Stage Discontinuity	
	(a) Review of previous phase/stage	lump sum (LS)
	(b) Review of tender documentation by original designer	prime cost (PC)
	(c) Visit to construction site by original designer	prime cost (PC)
	(d) Handling cost and profit for the abe item (a)	%

The sum tendered shall be full compensation for the time and cost to review the respective documents including all travel and subsistence costs, the costs of all written, telephonic and electronic communications and all other incidentals necessary to read, understand, create and express opinions and decisions from them, regardless of their quantity or complexity. It shall also include the submission of a report addressing the full review.

Item	Unit
3.4.13 Laboratory Testing and Reporting	
(a) Standard tests & Laboratory testing or specialised testing	prime cost (PC)

The rates tendered shall cover all costs associated in completing the individual tests and shall include for all calculations and reporting. Any tests proven to be erroneous shall not be paid for.

C3.5 DESIGN DOCUMENTATION

C3.5.1 Scope

This section covers the requirements and process for the compilation of tender documentation and invitation to tender for the Works Contract.

C3.5.2 Tender Documentation

The following documents shall form the Tender Documents for the Works Contract:

- i) **General Conditions of Contract for Construction Works, Third Edition (2015)** issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy
- ii) The conditions of tender are the standard conditions of tender contained in Annex C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts, published in Government Gazette No. 42622 dated 8 August 2019
- iii) **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition**. This document is obtainable separately and Tenderers shall obtain their own copy.
- iv) The Project Document, which includes Conditions of Tender, Particular Conditions of Contract, Scope of Works and Forms, all in accordance with the Employer's standard proforma document.

In addition, Tenderers are advised, in their own interest, to obtain their own copies of the relevant Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour

C3.5.3 Compilation of Final Tender Document

The Service Provider shall adhere to the following process:

- i) Compile and submit all relevant draft tender documentation for the purpose of discussion with the Employer.
- ii) Following to discussion of the draft documentation, the Service Provider shall:
 - compile final documents incorporating all the amendments arising therefrom the discussion;
 - deliver the CD's/DVD's and paper copies to the Employer's office before the tender document availability date specified in the Tender Notice and Invitation to Tender.

C3.5.4 Tender Advertisement

The Service Provider shall prepare the tender advertisement and submit to the Employer who will place the tender advertisement with the relevant organisations.

C3.5.5 Measurement and Payment

Item	Unit
3.5.2 Tender documentation	
(a) Preparation of tender documentation	%(Fee based)

The tendered amount shall cover full compensation for time related costs associated with the compilation of the draft tender documents, discussion/meetings with the Employer and subsequent finalisation of the tender documentation and the rate tendered shall include for all costs associated with the compilation and writing of a CD/DVD of each full set of final tender documents and shall include for all expenditure on labour and materials, communication, postage and packaging incurred by the Service Provider. In addition, the tendered amount shall cover the following:

Requirements and process for the Contractors' clarification meeting, tender period and evaluation of tenders received for the Works Contract.

- i) Introduction of the team, including the Employer's Project Manager and Procurement Officer, the Service Provider's personnel, other Stakeholders, if any (for example, Provisional Government Officials, members of the PLC and the CLO).
- ii) Describing the Conditions of Tender and Tender Data.
- iii) Describing the Conditions of Contract and Contract Data.
- iv) Describing the Works with as much detail as is required for specific items or operations.
- v) Announce any amendments made to the tender documents.
- vi) Providing an Employer's email address for submission of any clarification questions.
- ix) The estimate for the cost of the Works shall not be disclosed.

C3.5.6 Tender Period

The Service Provider shall in all cases only communicate, through the Employer, with all tenderers during the tender period in accordance with Conditions of Tender for the works contract. The actions below need to be followed:

- Compiling for distributing by the Employer minutes of the clarification briefing as an addendum at least 5 (five) working days before the date and time of tender closure.
- Attending to any technical queries or points of clarification requested by tenderers by providing questions and answers to the Employer for distribution as part of any addenda.
- Compilation for distribution, by the Employer and confirmation of receipt by all tenderers of any addenda to the Tender Document.
- Informing and obtaining approval from the Employer of any unresolved enquiries, potential alternative proposals of which notice has been received from tenderers and changes to date for submission of tenders.

C3.5.7 Tender Opening and Tender Evaluation

The Service Provider shall be invited to the opening of tenders for the Works Contract. The Employer will conduct the compliance of all tender responses and identify all responsive tenders. The Employer will issue copies of the responsive tenders electronically to the Service Provide, including the Compliance evaluation report.

The Service Provider shall evaluate all responsive tenders received from the Employer and compile a consolidated Tender Evaluation Report for submission to the Employer. During tender evaluation, the Service Provider shall:

- Conduct the technical and financial analysis and risk assessment of postulated tender as well as alternative tenders.
- Advise tenderers, in terms of Conditions of Tender through the Employer of any arithmetical, or other corrections made to errors in the extension of rates and/or totals in their tenders and the effect of such corrections, and receive written acceptance of such corrections.
- Identify imbalanced rates and request acceptable explanations and/or adjustments thereof in terms of Conditions of Tender through the Employer, which shall be taken into account in the tender evaluation process.
- Make available to the Employer the lowest 5 (five) responsive tenders.

The Service Provider shall, during the tender evaluation, liaise closely with the Employer with respect to any possible disqualification of tenders or issues of a substantive nature identified prior to submission of the Tender Evaluation Report.

The Tender Evaluation Report shall conform to the requirement of the Employer's proforma document with respect to content and format.

C3.5.8 Alternative Tenders

The Employer promotes the submission of appropriate/innovative alternative for the Works Contract. The Service Provider shall liaise closely with the Employer as to the acceptability/or otherwise of the principles of any alternative tenders proposed by a tenderer during the tender period.

C3.5.9 Contract Documents for the Works

The Service Provider shall, within 14 (fourteen) days of the date of the Letter of Acceptance prepare signed hard copies for the contract document.

The Engineer shall assess the performance guarantee provided by the Contractor for conformance with the proforma working in the tender documentation and if satisfied, shall thereafter submit it to the Employer for safe keeping.

C3.6 ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

C3.6.1 Scope

This section covers the duties and obligations of the Service Provider in the provision of the Engineer and site supervisory staff for the administration, construction monitoring and measurement of the Works carried out by the Contractor appointed by the Employer during the original Works Contract duration, extended duration and including prolonged site stoppages not under the control of the Employer (i.e. Business Rescue or Community unrest).

C3.6.2 Administration and Monitoring

a) Fulfilling the functions of the Engineer

The appointed Engineer for the project shall be that person listed in the tender as the Contracts Engineer, who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the General conditions of contract (GCC).

The duties of the Engineer shall be in accordance with the Employer's standard requirements and shall, inter alia, include:

- i) Conduct meetings with affected communities and relevant forums, if necessary, to establish communication channels and to determine issues impacting on the construction phase.
- ii) Appointment of suitable, able and competent site staff, together with the administration of such staff (including those of any independent Service Provider/s as approved).
- iii) Arranging and attending monthly technical and site meetings and keeping minutes of such meetings.
- iv) Making arrangements on behalf of the Employer for the provision and reproduction of such drawings and documents as may be required by the contractor and site staff for the execution of the works.
- v) Fulfilling all functions and obligations stated or implied for the Engineer, and delegated to the Engineer's Representative, in the Employer's Particular Conditions of Contract, Standard Specifications or Scope of Works or any other document applicable to the control and administration of a works contract.
- vi) Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.
- vii) Advising the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- viii) Ensure regular inspections by the design specialists for all work on the project.
- ix) Approve all materials and ensure compliance of materials mix designs to the specifications.
- x) Actively manage, report and assist the Contractor on training, development and empowerment programmes committed to by the Contractor in relation to his tendered Contract Participation Goals. Reporting and signing off on monthly basis the mentorship programme for Targeted Enterprises provided by the Contractor and ensuring that all needs of the Targeted Enterprises are recorded monthly and dealt with as the need arises. The monthly report shall be agreed with the Targeted Enterprises which shall also be signed by each Targeted Enterprise undergoing mentorship.
- xi) Monitor and report on conformance to all relevant Occupational Health and Safety legislation including regular internal audits to be conducted by the Service Provider's nominated specialist,

- arrangement for visits by the designer at identified critical phases of construction and recording/reporting of Section 24 incidents.
- xii) Monitor and report on conformance to all relevant Environmental legislation and requirements.
 - xiii) Review and analyse claims and/or disputes or differences that may arise between the Employer and Contractor. Present to the Employer the Engineer's review and analysis for discussion and consultation before the Engineer's decision is made known to the Parties. All duties with regard to disputes will be paid for under Additional duties.
 - xiv) Issuing works authorisations, as agreed with and approved by the Employer.
 - xv) Provide the Employer with progress, monthly materials and laboratory and other reports on all aspects of material importance regarding the Works.
 - xvi) Identification of risks to the Employer under the Works Contract, as well as communicating mitigations measures to the Employer.
 - xvii) Provide the Employer within 3 months of issuing the Completion Certificate of the works with such draft construction reports, materials as-built records, as-built plans in PDF format and all other documents normally associated with contract administration. The final reports/records shall be provided within 1 month of the issue of the Final Approval Certificate for the Works contract.
 - xviii) Certain construction monitoring duties may be delegated to the Engineer's representative (RE).
 - xix) Receive the contractor's proposed programme, analyse it, comment on it and when found acceptable write to the contractor stating that the programme is acceptable.
 - xx) Declare structures (bridges, culverts, roads, sections of roads, etc.) safe for use in writing, before it is opened for public use.

b) Head office administration

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

The Service Provider shall furthermore be responsible for the safe keeping of all original Roadworks and Structural Drawings as well as all other documentation related to the different phases of the project, for a period of at least 5 (five) years after the defects notification period. No additional payment will be made for this.

c) Occupational Health and Safety obligations

The Service Provider shall execute the duties of the Employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993).

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have "in-house" capacity to undertake such duties, an external recognized specialist shall be appointed.

This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent or a Construction Health and Safety Manager. Provision for payment for all OH&S obligations during the construction phase has been included in the Pricing Schedule.

d) Monthly Technical and Site Meetings

The appointed Engineer for the project shall visit the site at least 2 (two) times per month on separate occasions. One visit shall be scheduled for the Technical Meeting with a thorough site inspection with the Contractor and the Engineer's representative. A second visit shall be scheduled for the monthly Site Meeting with a thorough site inspection with the Contractor and Employer's representative.

e) Compilation of monthly materials and laboratory report

The appointed engineer shall be responsible for the compilation of monthly materials and laboratory reports. These reports shall be in accordance with the Employer's guideline documents. The site

laboratory Service Provider must supply the necessary information to be included in the report, but it will be the sole responsibility of the engineer to ensure that the information provided is true and correct. These reports shall be submitted to the Employer's relevant Project Manager on a monthly basis, for the duration of the works contract. The reports shall be submitted in hard copy format. The reports shall reach the Employer by no later than the 7th of the month. No additional payment will be made for this.

f) Site visits by Design Engineer

The appointed design specialist(s) for the project shall visit the site to comply with the Construction Regulations of the Occupational Health and Safety Act (No 85 of 1993) as relevant for the design of the Works during the construction phase as well as the designer's obligations with respect to the relevant professional engineer's legislation. Furthermore the design specialist(s) shall as a minimum attend the construction of trial section including inter alia, stabilization trials, base construction trials and final surfacing trials. The design specialist for structures shall visit the site at least once a month whilst construction of the new bridge and the widening of the existing is in progress and whilst remedial works to existing structures is being carried out. It is also expected during the initial foundation stage of structures that the founding material (including for piles) for major culverts and bridges shall be inspected by an experienced geotechnical engineer. This means that for all major structures it is expected that the geotechnical engineer will do the initial approvals of foundation founding material on a monthly basis or more often as required.

g) Assistance at clarification meeting, tender period and tender evaluation of sub-contract packages
The Service Provider shall be required to assist the contractor with regards to the procurement of sub-contractors to comply with Part G of the Construction Contract.

h) Fulfilling the duties of the Senior Materials Technician/Materials Technician

The duties of the Senior Materials Technician/Materials Technician shall be in accordance with the Employer's standard requirements and shall, inter alia, include:

- i) Work in a close relationship with the laboratory including having regular discussions with the laboratory manager about the condition, progress and standard of the laboratory;
- ii) Conduct regular laboratory inspections and report and draft report;
- iii) Act as liaison between the Engineer's Representative and the laboratory;
- iv) Advise the Engineer's Representative where the laboratory does not comply with the contractual and technical requirements;
- v) Prepare and sign-off materials mix and seal designs or any other relevant matter for submission to the Engineer's Representative;
- vi) Ensure the laboratory is granted sufficient time for sampling with regards to every request received;
- vii) Inspect works daily which shall inter alia include materials sources, layer works, structures and any other materials related to items on site;
- viii) Do visual inspections on materials in lots submitted for approval;
- ix) Inspect all trial sections constructed and complete as well as record trial section checklists;
- x) Draft the monthly materials and laboratory reports;
- xi) Keep As-Built data up to date

C3.6.3 Establishment of supervisory personnel on site

a) Supervisory team

The Service Provider shall be required to provide a team on site to monitor, administer and measure the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice.

Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff, however, shall be subject to the approval of the Employer. For the envisaged scope of the Works, the supervisory team will consist of at least the following:

- i) Resident Engineer
- ii) Assistant Resident Engineer/s
- iii) Senior Materials Technician
- iv) Materials Technician
- v) Trainee Technician
- vi) Surveyor - full time
- vii) Surveyor - part time
- viii) Trainee (student)
- ix) Community Liaison Officer

The minimum requirements for qualification and experience of the supervisory team are specified in Clause C3.1.11.

In the case of personnel charged out at a monthly rate, such as site and seconded staff, the rate shall be calculated as the GAR divided by 12 and multiplied by a factor of 1,65. The factor provides for 'Head Office' management, administration, stationery, leave and sick leave, training and development, professional indemnity costs, finance charges and profit. The 1,65 fact shall apply to both permanent employees and persons employed on a contract basis. There shall be and adjustment to the monthly rate for any leave on a pro rata basis

Replacement of staff as a result of any extended period of leave or sick leave outside the normal contractor's year end break shall be to the approval of the Employer.

Three (3) months prior to the commencement of the works contract the Service Provider shall submit for consideration and approval to the Employer a detailed proposal which shall include a CV of appropriate experience and qualifications as well as a cost estimate (including salary adjustments/increases) for each required and/or proposed person.

The annual salaries for those approved staff shall be substantiated by an auditor's certificate at the start of the project and whenever salary or staff changes occur thereafter. Prior approval is required for any salary adjustments/increases which shall be in line with CPI.

Survey services may be required on either a full time or part time basis as appropriate for the scope of the Works.

Where provision has been made in the Pricing Schedule, the surveyor shall be appointed as a sub-Service Provider and procured directly by the Service Provider in terms of Clause C9.7 (Consultant Remuneration Policy). The Service Provider shall enter into a sub-service agreement with the surveyor. The terms of reference with regards to the survey service on site shall be based on the requirement of the Employer as set out in Chapter 10 of Technical Methods for Highways TMH11: Standard Survey Methods.

The Employer shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of

the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

b) Site Accommodation

Appropriate housing for the supervisory team will be required to be provided by the Service Provider. A pricing column has been allowed in the Pricing Schedule for this purpose and should be less than or equal to **R7000,00** subjected to proven cost. Accommodation of the site staff shall be located as near to the Works as practically possible.

c) Establishment of site office

Provision for the erection and maintenance of a site office building and all related services will be made under the Works Contract. The Service Provider shall, however, provide sufficient office equipment to perform all required duties for the monitoring of the Works Contract. This shall, *inter alia*, include the following:

- all cell phones,
- safety equipment in accordance with the OHS requirements, e.g. safety jackets, rotating amber lights, safety boots, etc.
- photo copiers, fax machines, modems, personal computers and printers (including all hardware and software)
- consumables and stationery
- digital camera

One (1) landline, including rental, call and data costs for work related office and fax usage shall be provided through the Works Contract. Should fixed connectivity not be available mobile connectivity with data shall be provided through the Works Contract.

Provision has been made in the Pricing Schedule for supplying the equipment as well as the monthly operational costs thereof.

C3.6.4 Monitoring of the Works Contract

The Service Provider shall ensure that all the work required under the Works Contract is carried out in accordance with the requirements of the Works Contract and current best practice and shall include effective financial control. Construction monitoring shall be carried out in a pro-active manner and in accordance with the Employer's standard requirements and current best practice.

The Service Provider shall be responsible for the normal duties associated with the management and supervision of a works contract, which duties shall, *inter alia*, include:

- Monitoring and reporting of the Contractor's programme.
- Implement Engineer's quality control plan.
- Monitor Contractor's quality control plan.
- Measurement and certification of completed work inclusive of cash flow forecasts.
- Provide a final cost estimate for the work contract on a monthly basis, including estimated costs of claims.
- Regular Site Meetings with Contractor and Employer.
- Monitoring of the third party claims.
- Monitoring and reporting of Contractor's CPG commitments.
- Supervision of traffic accommodation arrangements.

- Statutory control functions, which may include investigations into the legality of services and accesses without formal wayleave agreements and assist with the application for approval where required.
- Attend Project Liaison Committee (PLC)) and all other meetings relating to the Targeted Enterprises and Targeted Labour.
- Monitoring and reporting of the project's EMP and NEMA requirements.
- Implement the Engineers requirements in terms of compliance with the OH&S Act.
- Monitor the Contractor's compliance with the OH&S Act.

C3.6.5 Transport for site supervisory staff and additional services

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified. Only travel in the execution of these duties, as well as any other travel necessary as a result of any additional duties as ordered by the Employer, shall be claimable. Estimated travel costs as a result of week-end travel by site staff to their place of permanent residence shall be approved beforehand by the Employer.

Travel log sheets for each vehicle utilised shall be certified by the Engineer and included under cover of the payment certificates submitted to the Employer. The kilometre rate for all travel in excess of 2400 kilometres per vehicle per calendar month shall be reduced and paid for at 25% of the rate.

The vehicle type for all supervisory staff shall be limited to a Category A and B with a 2500 Engine Volume cc in accordance with the table below, except for the surveyor, who shall be limited to over 2501 Engine Volume cc. In exceptional cases the Employer may consider a different category vehicle and/or engine volume.

Vehicle Classes

- A - Passenger motor cars and station wagons and 4x2 Double Cabs
- B - Two-wheel drive light delivery vehicle, panel vans and other similar goods vehicles with a carrying capacity up to one metric ton

C3.6.6 Community Liaison Officer (CLO)

The CLO is a person who acts as the liaison officer for the PLC

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (ii) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (iii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;

- (iv) communicate daily with the contractor on labour related issues such as numbers and skill;
- (v) assist in the identification and screening of local labour from the community in accordance with the contractor's requirements;
- (vi) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

A new pay item as indicated on the construction document of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

C3.6.7 Measurement and payment

Item	Unit
3.6.1 Administration and Monitoring of the Works Contract	
(a) Road works:	
(i) Fee (based on Employer's estimated Cost of the Works)	lump sum (LS)
(b) Structures (bridges and other major structures):	
(i) Fee (based on Employer's estimated Cost of the Works)	lump sum (LS)

The Service Provider shall be entitled to render interim monthly accounts, based on the proportion of the Cost of the Works completed.

The tendered rate shall include full compensation for the transport and subsistence of the Engineer and Design Engineer as well as all related costs, disbursements and profit.

C3.7 CLOSE OUT

C3.7.1 Scope

This section covers the fulfilling and completion of the project close-out including necessary documentation to facilitate effective completion, hand-over and operation of the project.

The Service Provider shall administer the Works Contract during the period subsequent to the issuing of the Completion Certificate of the Works up to and including the issuing of the Final Approval Certificate to the Contractor and conclusion of the final payment certificate.

C3.7.2 Final Approval Certificate

The Service Provider shall undertake a full inspection of the Works (which shall include the health and safety aspects as far as reasonably practicable) to identify any outstanding minor works, defects and/or damages for the compilation of a snag list. The inspection shall be undertaken by the Engineer and his representative for the Works.

After the inspection and only when the Engineer is of the opinion that a Final Approval Certificate can be issued, the Service Provider shall arrange an on-site meeting and further inspection with representatives of the Employer. At this meeting, parties will be presented with the snag list for consideration. There-after an inspection will follow with all the parties involved to add additional items to the snag list.

C3.7.3 Construction records (As-builts) and Contract report(s)

The Service Provider shall prepare and submit, in accordance with the Employer's standard requirements, draft construction records reflecting the works as constructed as well as any deviations from the designs as well as a draft contract report(s) providing information on how the contract was executed. Once reviewed and accepted by the Employer the Service Provider shall prepare and submit the final construction records and report(s).

C3.7.4 Final Payment Certificate

Prior to the compilation of the final payment certificate the engineer shall ensure that all items on the Employer's checklist are complied with. The signed off checklist shall be submitted with the final payment certificate.

The engineer shall only compile and submit the final payment certificate once the Final Approval Certificate has been issued by the Employer and all unfulfilled financial obligations have been resolved.

C3.7.5 Extended Guarantees

Where the Service Provider is required to perform services (e.g. inspections after the completion date of the Works Contract) relating to extended guarantees for the Works Contract (e.g. Product Performance Guarantees) separate arrangements for remuneration will be made by the Employer under Additional Duties.

C3.7.6 Measurement and Payment

Item

3.7.1 Close Out

Unit

(a) Road works:

(i) Fee (based on Employer's estimated Cost of the Works) lump sum (LS)

(b) Structures (bridges and other major structures):

(i) Fee (based on Employer's estimated Cost of the Works)

lump sum (LS)

The rate shall include full compensation for all duties and requirements associated with the close out stage. It shall further include for all costs, disbursement and profit as well as the transport and subsistence costs of the engineer and any personnel required.

C3.8 ADDITIONAL DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE

C3.8.1 Scope

This section covers additional work, other special services and specialist advice, reporting and other duties, including a dispute process, etc. that the Service Provider may be required to undertake over and above the normal duties and obligations as specified. It also covers the cost of structured engagement with Community Stakeholders and the Project Liaison Committee (PLC), including the development and ongoing maintenance/updating of a Targeted Enterprise and Targeted Labour Database.

C3.8.2 Additional Duties, Special Services and Specialist Advice

a) By the Service Provider

The Employer may order additional duties, special services and specialist advice that fall outside the specified scope. Such additional duties, special services and specialist advice may involve, but not be limited to:

- Additional design requirements
- Evaluation of alternative tenders as specified
- Special services and specialist advice as specified
- Establishment and liaison with PLC during Design and Construction Phases
- Establishment and maintenance of databases
- Disputes (including disputes between contractor and sub-contractors)

Allowance is made in the Pricing Schedule for payment on a time basis for any such work that may be required. The level of expertise necessary for any such work shall be concomitant with the issues to be addressed.

Any additional duties, special services and specialist advice shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

C3.8.3 Payment and Monthly Reporting

When submitting interim certificates for payment, the Service Provider shall use the Employer's standard forms and formats. No payment can be made before the Service Provider is registered as a vendor on the Employer's system.

The Service Provider shall submit payment certificates for all work rendered in the Employer's financial year within the specific year.

Allowance has been made for these requirements in the Pricing Schedule under payment item 3.8.5: Payment of Monthly Reporting Costs. Failure to fully comply with the duties as listed above may result in payments being withheld and/or termination.

C3.8.4 Measurement and payment

Item		Unit
3.8.1	Additional Duties, Special Services and Specialist Advice	
(a)	Personnel cost	
(i)	Category A	hour (hr)
(ii)	Category B	hour (hr)
(iii)	Category C	hour (hr)
(iv)	Category D	hour (hr)
(b)	Disbursements	prime cost (PC)
(c)	Handling cost. sub-item 3.8.1(b)	(%)

Rates have been provided for the different categories. The hourly rate provided under the different categories is deemed to include full compensation for all work related to the provision of additional duties extra-over the normal duties as specified and as ordered by the Employer.

Item	Unit
3.8.5 Project Liaison Committee (PLC)	
a. Liaison/meetings with the PLC during Design and Construction Phase	Lump Sum (LS) provisional sum (PS)
b. PLC stipend	provisional sum (PS)
c. Training of PLC members	percentage (%)
d. Handling cost item 3.8.5(b&c)	

The unit of measurement for pay item 3.8.6(a) shall be the lump sum. The sum shall include full compensation for all costs associated with the establishment of the PLC.

Item	Unit
3.8.6 Market Analysis and Databases	
(a) Market analysis	Lump sum (LS)
(b) Establishment and Maintenance of a Targeted Enterprise database	month
(c) Establishment and Maintenance of a Targeted Labour database	month

The sum tendered for item 3.8.7(a) shall include full compensation for all costs associated with the market analysis in term of CIDB guidelines for undertaking a feasibility study (CIDB grading, CSD, etc).

The units of measurement for items 3.8.7(b) and (c) shall be the lump sum.

The sum tendered for item 3.8.7(b) shall include full compensation for all costs associated with the compilation and maintenance of a Targeted Enterprise database during the Design and Construction Phase.

The sum tendered for item 3.8.7(c) shall include full compensation for all costs associated with the compilation and maintenance of a Targeted Labour database during the Construction Phase.

Item		Unit
3.8.7	Provision of Social Facilitation Services	
	(a) Social Facilitator	provisional sum PS)
	(b) Mark-up costs sub-item 3.8.7 (a)	(%)

C3.9 OTHER DISBURSEMENTS

C3.9.1 Scope

This section covers the requirements for the provision and quality management of a site to carry out the necessary materials testing and construction quality of the Works.

C3.9.2 Testing of materials / Laboratory testing

The Service Provider shall procure a fully operational laboratory and administer the laboratory to undertake the relevant investigative testing as well as process and acceptance control testing in accordance with specified requirements of the Works Contract as well as the Employer's standard requirements. A provisional sum has been allowed in the Pricing Schedule for this service.

The laboratory shall be a SANAS accredited laboratory or operate under the umbrella of a SANAS accredited main laboratory that shall be responsible for ensuring that all sampling and testing is carried out accurately and strictly in accordance with the relevant test methods as well as the SANAS accreditation requirements.

a) Duties and responsibilities

i) Establishment and operation of the laboratory

Where a site laboratory is required provision for the erection of a laboratory building, together with workbenches, services, furniture etc. will be made under the Works Contract, the planning and documentation for which shall be included in the tender documentation stage.

The Service Provider shall procure the services of a sub-Service Provider for laboratory services via a tender process. The successful sub-Service Provider shall be SANAS accredited and able to provide laboratory equipment and competent staff for the operation of the laboratory. The requirements in terms of the laboratory shall be specified in the sub-contract Agreement. The appointment of the appropriate laboratory shall be approved by the Employer.

The Service Provider shall ensure the supply of such laboratory equipment as necessary to carry out the required testing relevant to the scope of the Works. All equipment shall conform strictly to SANAS accreditation requirements and/or the specifications as listed in the relevant test methods.

C3.9.3 Survey

This section summarises the requirements for the provision of a site survey service to carry out the necessary survey quality control on the Works as specified in Technical Methods for Highways TMH11: Standard Survey Methods.

The purpose of this service is to ensure that the works are constructed as designed and specified and the relevant records are kept up to date. In this regard, the service shall provide for, *inter alia*:

- The verification of existing control or the establishment of new control and the supply of the data.
- The verification of all relevant setting out work carried out by the contractor.
- The verification that the works are constructed within tolerances specified.
- The verification of relevant quantities for measurement purposes.
- The checking of designs from a setting out point of view.
- The verification of construction records (as-built data).
- To undertake any survey, work as required by the Engineer.

A provisional sum has been allowed in the Pricing Schedule

Item	Unit
3.9.2 Laboratory testing	
(a) Provision of a fully operational laboratory	prime cost (PC)
(b) Handling cost sub item 3.9.2(a)	(%)
Item	Unit
3.9.3 Survey during Construction Phase	
(a) Survey services	prime cost (PC)
(b) provider under sub-item 3.9.4(a)	(%)

The percentage (%) tendered shall include full compensation associated with the planning, scheduling, compilation of tender documentation, issuing of 10 (ten) tenders in electronic and/or paper format and evaluation for the procurement of the laboratory service, as well as handling fees.

The percentage (%) tendered under item 3.9.4(b) shall include full compensation for procurement of the site laboratory testing in terms of the Employer's requirements, as well as handling fees.

PART C4 SITE INFORMATION

District Road 457 starts at the intersection of the Main Road 423 which is located in the kwaSwayimani area in the uMgungundlovu District, and ends at the start of Local Road 1091. In general, the route can be described as rolling terrain characterized by tight horizontal alignments, steep vertical gradients in isolated areas and inadequate drainage for this standard of road. Traffic volumes are low, but this route is utilized by public transport i.e. buses and taxis. Agricultural land exists along the first 2.5km of District Road 457 between km 0+000 to km 2+500 and residential developments exist along the rest of the length of the road. It serves as a feeder road to a large and widespread population and also provides access to schools such as Sibongumusa High School, uMkhabela Primary School and Odlameni Primary School, access to health facilities such as eMabhedwini Clinic, a government/municipal building, a community hall, several retail outlets and other agricultural lands. The width of the road is narrow, varying between 5 and 7 meters wide and is also restricted by the existing fence lines and Telkom, water and electricity services which are located on both sides of the road. The length of the road under construction is 6.4km. District Road 457 falls within two wards. The responsible counsellor for Ward 6 is Counsellor Mngadi and Ward 13 is Counsellor Khanyile under the jurisdiction of Chief Ndumiso Gcumisa.

The proposed road is located in the UMshwathi Local Municipality, under the UMgungundlovu District Municipality (DC22).

Position	South	East
Start km 2.00	29°27'29.69"	30°39'33.80"
End km 12.20	29°33'25.80"	30°39'23.64"