

# **CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

**PART C4: SITE INFORMATION**

## Table of Contents

<b>PART C1: AGREEMENTS AND CONTRACT DATA</b> .....	<b>3</b>
C1.1: FORM OF OFFER AND ACCEPTANCE .....	3
C1.1.1: OFFER – DISTRICT OFFICE AMAJUBA.....	3
C1.1.1: OFFER – DISTRICT OFFICE HARRY GWALA .....	4
C1.1.1: OFFER – DISTRICT OFFICE ILEMBE .....	5
C1.1.1: OFFER – DISTRICT OFFICE KING CETSHWAYO.....	6
C1.1.1: OFFER – DISTRICT OFFICE UGU.....	7
C1.1.1: OFFER – DISTRICT OFFICE UMGUNGUNDLOVU .....	8
C1.1.1: OFFER – DISTRICT OFFICE UMKHANYAKUDE .....	9
C1.1.1: OFFER – DISTRICT OFFICE UMZINYATHI.....	10
C1.1.1: OFFER – DISTRICT OFFICE UTHUKELA .....	11
C1.1.1: OFFER – DISTRICT OFFICE ZULULAND.....	12
C1.1.1: OFFER – DISTRICT OFFICE METRO.....	13
C1.1.2: ACCEPTANCE.....	14
C1.1.3: SCHEDULE OF DEVIATIONS .....	15
C1.2: CONTRACT DATA .....	17
C1.2.1:CONDITIONS OF CONTRACT .....	17
C1.2.2: DATA PROVIDED BY THE EMPLOYER .....	17
C1.2.3 EMPLOYER'S OBLIGATIONS.....	18
C1.2.4: DATA PROVIDED BY THE CONSULTANT .....	23
C1.3: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993.....	24
C2.1 PRICING INSTRUCTIONS .....	26
C2.2 BILL OF QUANTITIES.....	28
<b>PART C3: SCOPE OF WORK</b> .....	<b>43</b>
C3.1 Project Specifications.....	43
<b>PART C4: SITE INFORMATION</b> .....	<b>48</b>
C4.1: LOCALITY PLAN .....	48

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**C1.1.1: OFFER – DISTRICT OFFICE AMAJUBA**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE HARRY GWALA**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE ILEMBE**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE KING CETSHWAYO**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE UGU**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
.....  
.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE UMGUNGUNDLOVU**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**



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

**C1.1.1: OFFER – DISTRICT OFFICE UMKHANYAKUDE**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE UMZINYATHI**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE UTHUKELA**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE ZULULAND**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

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

**C1.1.1: OFFER – DISTRICT OFFICE METRO**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

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

By the representative of the Tenderer, deemed to be duly authorised, 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 prices inclusive of Value Added Tax is:**

Amount in Words.....  
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.....

R..... (in figures).

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

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

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

**Capacity:** (of signatory) .....

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

**Address:** .....

.....

**Telephone number:** ..... **E-mail:** .....

**Witness:**

**Signature:** .....

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

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

***This form is to be completed by the Employer only***

**C1.1.2: ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer, identified below, accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the 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 the schedules, forms, 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives 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:** .....

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

**Capacity:** .....

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

**Address:** .....

.....

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

**Date:** .....

***This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer***

**C1.1.3: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

- 1 Subject:** .....

**Details:** .....

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

**Details:** .....

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

**Details:** .....

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

**Details:** .....

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

**Details:** .....

.....

By the duly authorised representatives signing this 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

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

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date:** .....



**C1.2: CONTRACT DATA**

**C1.2.1: CONDITIONS OF CONTRACT**

**C1.2.2: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this contract.

<b>Clause</b>	<b>Condition of Contract</b>
1.1	The Employer is the <b>KZN Department of Transport</b>
6.3.5	The authorised and designated representative of the Employer is: Name: Mr. Simphiwe Nene and Mrs Silindo Mthembu
5.4.1	The address of receipt of communication is: Telephone: 033 355 8615 and 035 787 1442 Facsimile: 033) 342 8076 E-mail: <a href="mailto:Simphiwe.nene@kzntransport.gov.za">Simphiwe.nene@kzntransport.gov.za</a> & <a href="mailto:Silindo.mthembu@kzntransport.gov.za">Silindo.mthembu@kzntransport.gov.za</a>
2.3	Address: 172 Burger Street, Pietermaritzburg, 3201
10.2	The Projects are allocated on all Eleven (11) District Offices within the Province of KwaZulu-Natal.
5.4.1	The Start Date is the date by which the contract is signed and works order is issued.
5.8.2	The Consultant may not release public or media statements or publish material related to the Services or Project under any circumstances.
5.11.1	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data
5.14.1	The penalty payable is R 2000 per day subject to a maximum of 30% of the contract value.
5.14.2	The programme shall be submitted within 28 Days of the award of the contract.
6.3.4	The Consultant shall update the programme at intervals not exceeding 12 weeks.
7.4.1	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.
5.10.3.1	The Consultant is required to provide professional indemnity cover after contract award.
5.10.3.2	The Consultant will be required to provide the following insurances after the award: <ul style="list-style-type: none"> <li>1. Insurance against professional indemnity Cover is 100% of the tendered amount Period of cover duration of the contract</li> </ul>
5.10.3.3	<ul style="list-style-type: none"> <li>2. Insurance against third party liability Cover is R 25 million Period of cover is duration of the contract</li> </ul>
5.10.3.3	<ul style="list-style-type: none"> <li>3. Insurance against public liability Cover is R 10 million</li> </ul>

Clause	Condition of Contract
7.5	Period of cover is duration of the contract
9.1.2	<p>The Consultant is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Variations to the Contract</li> <li>2. Appointment of Key Persons not listed by name in the Contract Data</li> <li>3. Any other action that may be specified in the scope of works</li> </ol>
10.1	The Consultant is required to provide personnel in accordance with the provisions of clause 9.1.2.2 and to complete the Personnel Schedule.
10.2.1	The Consultant is to commence the performance of the Services within 30 Days of date that the Contract becomes effective.
10.5.1.1	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.
13.1	Copyright of documents prepared for the Project shall be vested with the Employer.
14.2	A Consultant may subcontract any work which s/he has the skill and competency to perform.
14.2.1	Interim settlement of disputes is to be by adjudication.
14.2.1	Final settlement is by arbitration.
14.2.2	The adjudicator is the person appointed and agreed to by both Parties.
14.2.2	
15.4	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the KwaZulu Natal Society of Advocates.
15.5	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.
16.2	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).
16.2.1	The interest rate will be prime interest of the Employer's bank plus 2%, at the time that the amount is due.

### C1.2.3 EMPLOYER'S OBLIGATIONS

#### 1 Information

- 1.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer may provide the Service Provider with any assistance required in obtaining other

relevant available information that the latter may require in order to perform the Services.

- 4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

#### **4.2 Decisions**

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

#### **4.3 Assistance**

The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 provide Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

#### **4.4 Services of others**

- 4.4.1 The Employer shall, at his own cost, engage such others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services.
- 4.4.2 The Employer shall not enter into an agreement or contract with others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

#### **4.5 Notice of change by Employer**

On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the Employer shall immediately advise the Service Provider thereof.

#### **4.6 Issue of instructions**

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

#### **4.7 Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

### **5. SERVICE PROVIDER'S OBLIGATIONS**

#### **5.1 General**

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services*

- 5.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
- 5.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
- 5.1.4 Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatory" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 5(5), (6) and (7) of the said Act.
- 5.1.5 The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by others.
- 5.1.6 All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.4.1.
- 5.1.7 The Service Provider shall enter into a contract over the full contract duration (either through partnership, joint venture or sub-contracting) to perform a percentage of work as stated in the Contract Data.
- 5.1.8 The Service Provider undertakes to pay the Sub-contractors the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30<sup>th</sup> of the month following that in which the Sub-contractor completed the work, whichever date is earlier.

## **5.2 Exercise of authority**

- 5.2.1 The Service Provider shall have no authority to relieve others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

## **5.3 Designated representative**

The Service Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

## **5.4 Insurances to be taken out by the Service Provider**

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.

## **5.5 Service Provider's actions requiring Employer's prior approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

## **5.6 Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

## **5.7 Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Services, the Service Provider shall give notice thereof to the Employer, save that the Service Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.

## **5.8 Safeguarding the Employer's data**

- 5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*
- 5.8.2 *In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*
- *require the Service Provider to restore or procure the restoration of such data; or;*
  - *itself restore or procure restoration of such data.*

## **5.9 Performance Guarantee**

*Where required, the Service Provider shall obtain (at his cost) a Performance Guarantee for proper performance in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this sub-clause shall not apply.*

*The Service Provider shall deliver the Performance Guarantee to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Guarantee shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Guarantee shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.*

## **6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or Personnel.

### **6.1 Corruption and Fraud**

- 6.1.1 *The Service Provider shall neither:*
- (a) *Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor*
  - (b) *Enter into this contract if in connection with its commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.*
- 6.1.2 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.1.1 has been perpetrated by the Service Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Employer, the Employer may:*

- i. *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.1.1 of this Contract;*
- ii. *withhold all payments due;*
- iii. *terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.*

- 6.1.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.1.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*
- (a) *summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.1.1 of this contract;*
  - (b) *withholds all payments due*
  - (c) *terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer.*

## **7. SERVICE PROVIDER'S PERSONNEL**

### **7.1 Provision of Personnel**

- 7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Service Provider shall:
- a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

**C1.2.4: DATA PROVIDED BY THE CONSULTANT**

The following contract specific data are applicable to this contract.

Clause	Conditions of Contract																						
1.2	The Consultant is: ..... Address:..... Telephone: ..... Facsimile:.....																						
1.1	The authorised and designated representative of the Consultant is: Name:																						
5.4.1	The address of receipt of communication is: Telephone: Facsimile: 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" data-bbox="347 864 1382 1178"> <thead> <tr> <th data-bbox="347 864 866 898">Name</th> <th data-bbox="874 864 1382 898">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> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <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																						

**C1.3: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT NO. 85 OF 1993**

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by Head of Department:  
Department of Transport  
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....

in his capacity as: .....

AND: .....

(hereinafter called the CONSULTANT) of the other part, herein represented by:.....

.....

in his capacity as: .....

duly authorised to sign on behalf of the CONSULTANT.

**WHEREAS** the CONSULTANT is the Mandatary of the EMPLOYER in consequence of an agreement between the CONSULTANT and the EMPLOYER in respect of:

**ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS**

**AND WHEREAS** the EMPLOYER and the CONSULTANT have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONSULTANT undertakes to acquaint the appropriate officials and employees of the CONSULTANT with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONSULTANT undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONSULTANT, his officials and employees. The CONSULTANT shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONSULTANT hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONSULTANT expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONSULTANT agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONSULTANT has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONSULTANT, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONSULTANT at the cost of the CONSULTANT.



5. The CONSULTANT shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

2. ....

Thus signed at ..... for and on behalf of the **CONSULTANT**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

**WITNESSES:** 1. ....

2. ....

## PART C2: PRICING DATA

### 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.

## 6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

**C2.2 BILL OF QUANTITIES**

<b><u>TABLE OF CONTENTS</u></b>	<b>Page</b>
<b>BILL OF QUANTITIES .....</b>	<b>C29</b>
<b>TENDER SUMMARY .....</b>	<b>C41</b>

**DISTRICT OFFICE: UMGUNGUNDOLOVU**  
**AREA OFFICES: Vulindlela, Umshwathi and Mpumalanga**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 graduates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations</b>					
<b>(To be carried over to Page C42)</b>					

**DISTRICT OFFICE: HARRY GWALA**  
**AREA OFFICES: Ixopo, uMzimkhulu, Underberg and Kokstad**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 4 x 12 months)	Month	48		
2.2	Category D personnel (1 per Area Office - 4 x 12 months)	Month	48		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 graduates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: METRO**  
**AREA OFFICES: North Metro and South Metro**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 2 x 12 months)	Month	24		
2.2	Category D personnel (1 per Area Office - 2 x 12 months)	Month	24		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 graduates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: UGU**  
**AREA OFFICES: Harding, Port Shepstone and Umzumbe**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 graduates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					



**DISTRICT OFFICE: ILEMBE**  
**AREA OFFICES: Maphumulo and Ndwendwe**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 2 x 12 months)	Month	24		
2.2	Category D personnel (1 per Area Office - 2 x 12 months)	Month	24		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 graduates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: KING CETSHWAYO**  
**AREA OFFICES: Nkandla, Empangeni and Eshowe**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 Candidates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: UMKHANYAKUDE**  
**AREA OFFICE: Jozini, Huhluwe and uMhlabuyalingana**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 Candidates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: ZULULAND**

**AREA OFFICES: Mahlabathini, Nongoma, Vryheid and Pongola**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B) (2 x 12 months)	Hours	1920		
1.2	Category C personnel (2 x 12 months)	Month	24		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D) (2 x 12 months)	Month	24		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 4 x 12 months)	Month	48		
2.2	Category D personnel (1 per Area Office - 4 x 12 months)	Month	48		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	700		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 20 Candidates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	324000		
5.2	Accommodation	Lump sum	1		R1 300 000.00
5.3	Printing	Lump sum	1		R400 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	1600		
6.2	Personnel - Category B	Hours	1600		
6.3	Personnel - Category C	Hours	1600		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	2		
6.5	Personnel - Category D	Hours	1600		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	2		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: UTHUKELA**  
**AREA OFFICE: Ladysmith, Bergville and Estcourt**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 Candidates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: AMAJUBA**  
**AREA OFFICE: Newcastle and Utrecht**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 2 x 12 months)	Month	24		
2.2	Category D personnel (1 per Area Office - 2 x 12 months)	Month	24		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of graduates (Not covered by ECSA)</b>				
4.1	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>	Month	12		
<b>5</b>	Supervision, Training and Mentoring of 10 Candidates per month (Category C minimum 5 years post registration)				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	2600		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**DISTRICT OFFICE: UMZINYATHI**  
**AREA OFFICE: Umsinga, Nqutu and Greytown**

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
<b>1.</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Cost Centre</b>				
1.1	Lead Civil Engineer/ Project Manager (Category B)	Hours	960		
1.2	Category C personnel	Month	12		
1.3	Performance Information Reporting, Monitoring and Evaluation personnel (Category D)	Month	12		
<b>2</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA - Area Offices</b>				
2.1	Category C personnel (1 per Area Office - 3 x 12 months)	Month	36		
2.2	Category D personnel (1 per Area Office - 3 x 12 months)	Month	36		
<b>3</b>	<b>Road Safety Audits</b>				
3.1	Perform Road Safety Audits as per the Road Safety Audit Manual May 2012 Edition or latest - Surfaced Roads and Gravel Roads	km	350		
<b>4</b>	<b>Mentoring of Graduates, Technicians, Technologists and Candidate Engineers (Services not covered by ECSA)</b>				
4.1	Supervision, Training and Mentoring of 10 Candidates per month (Category C minimum 5 years post registration)	Month	12		
<b>5</b>	<b>Disbursements</b>				
5.1	Reimbursement for travelling	km	222000		
5.2	Accommodation	Lump sum	1		R900 000.00
5.3	Printing	Lump sum	1		R200 000.00
<b>6</b>	<b>TIME BASIS: Categories as specified in the Board Notice for ECSA (As and when required)</b>				
6.1	Personnel - Category A	Hours	800		
6.2	Personnel - Category B	Hours	800		
6.3	Personnel - Category C	Hours	800		
6.4	Personnel - Category C (All-inclusive rate Monthly Costs)	Month	1		
6.5	Personnel - Category D	Hours	800		
6.6	Personnel - Category D (All-inclusive rate Monthly Costs)	Month	1		
<b>7</b>	<b>Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)</b>				
7.1	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.	%	N/A		Rate Only
<b>Sub-Total 1 Based on 12 months calculations (To be carried over to Page C42)</b>					

**ADDITIONAL SERVICES**

The Disbursements is applicable for all District Offices, tenderers must carry this sub-total to Page C41

Item No	Description	Unit	Quantity (Per Financial Year)	Rate	Amount (R)
8	ADDITIONAL SERVICES				
8.1	Support team - Planning & Reporting	PS	1 200 000.00	1	1 200 000.00
	Handling Cost with respect to item (8.1)	%	1 200 000.00		
8.2	Laboratory Testing	PS	1 460 000.00	1	1 460 000.00
	Handling Cost with respect to item (8.2)	%	1 460 000.00		
8.3	Surveyor	PS	2 700 000.00	1	2 700 000.00
	Handling Cost with respect to item (8.3)	%	2 700 000.00		
8.4	Health & Safety	PS	350 000.00	1	350 000.00
	Handling Cost with respect to item (8.4)	%	350 000.00		
8.5	Environmental Impact Assessments	PS	900 000.00	1	900 000.00
	Handling Cost with respect to item (8.5)	%	900 000.00		
8.6	Geotechnical Investigation	PS	1 460 000.00	1	1 460 000.00
8.6(a)	Handling Cost with respect to item (8.6)	%	1 460 000.00		
	<b>Sub-Total</b>				

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

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

**DATE:** .....





PROVINCE OF KWAZULU-NATAL  
DEPARTMENT OF TRANSPORT

ZNB001389/00000/00/HOD/INF/22/T: THE APPOINTMENT OF A PROFESSIONAL CIVIL ENGINEERING SERVICE PROVIDER TO PROVIDE TECHNICAL SUPPORT FOR EACH DISTRICT OFFICE FOR A PERIOD OF 3 YEARS

TENDER SUMMARY

NO	DISTRICT OFFICE	District Office (Sub Total 1) Carried from Page C29-39	DISBURSEMENTS Sub-Total Carried from Page C40	SUB-TOTAL 2(District Office sub Total 1 + Disbursements)	SUB-TOTAL 3 BASED ON 36 MONTHS CALCULATIONS (subtotal two multiply by three)	VAT AT 15%	TOTAL OFFERED AMOUNT INCLUDING VAT
1	UMGUNGUNDLOVU						
2	HARRY GWALA						
3	METRO						
4	UGU						
5	ILEMBE						
6	KING CETSHWAYO						
7	UMKHANYAKUDE						
8	ZULULAND						
9	AMAJUBA						
10	UTHUKELA						
11	UMZINYATHI						

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

## PART C3: SCOPE OF WORK

### C3.1 Project Specifications

#### 1. Introduction

The Department of Transport incorporating the KwaZulu-Natal Department of Transport (“KZNDOT”), is responsible for regulation of Transportation in the Province, that is, public transport, rail transportation, civil aviation, shipping, freight and motor vehicles. Transport, the heartbeat of economic growth and social development is aimed to provide access and mobility within KwaZulu-Natal through the planning and provision of access roads and bridges (including pedestrian bridges) to communities, particularly the previously marginalised rural District Offices with the aim of improving the quality of the lives of our people.

In so doing, we strive to achieve an equitable, balanced road network by effectively managing the road infrastructure network through the planning, construction, repair and maintenance of a balanced road network that supports the Provincial Growth and Development Strategy and the Provincial Spatial Economic Development Strategy in order to promote economic and social development of KwaZulu-Natal. In an effort to create economic transformation i.e. structurally changing the locally economy in order to achieve sustainable economic growth and improve the standards of living of the KwaZulu-Natal people.

#### 2. Objective and Aim

**The Purpose of this Bid** is to solicit proposals from professional service providers with adequate skills, capacity and experience for the provision of professional civil engineering consultant services for District Offices for a period of 3 years.

The successful respondents will be notified by **letter issued by KZNDOT Supply Chain Management and advertised in the Tender bulletin.**

#### 3. Overview and Location of Works

The projects are located within the KZN Province.

#### 4. Extent of the Indicative Scope of Works

The work will involve the following:

- (a) 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
- (b) Make Designs where necessary to respond to the conditional assessment after receiving a written instruction to do so;
- (c) Facilitate the Procurement of Contractors to perform construction work arising in line with the Department’s guidelines and instructions;
- (d) Administration, supervision (where instructed), monitoring (where instructed) and managing works being undertaken by Contractors;
- (e) Prepare reports for the Programme Manager and Department detailing project physical status, time related milestone and financial status;
- (f) Train and mentor candidate 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
- (g) 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 their Delegate,
- (h) The consultant will report to the District Manager and the responsible Department officials.
- (i) Provide support and assistance to the relevant office, on instructions from the District Manager or his/her designee;
- (j) In 7 (seven) days of entering into an Agreement with the Department develop and submit a programme for a financial year to the District Manager and Department for written approval;
- (k) Assist with road assessments and providing relevant information for classification and declaration purposes;

- (l) 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.
- (m) Assist with obtaining necessary environmental and Health and Safety approvals
- (n) Assist with the implementation of legislative requirements.
- (o) Assist the Department in the performance of Health and Safety duties.
- (p) Prepare reports for the Programme Manager and Department detailing project physical status, time related milestone and financial status where required.
- (q) All work to be done according to the standard Project Implementation and Management Plan (PIMP).

## 5. Remuneration

The Engineering Council of South Africa's (ECSA) Fee and Time Basis rates as published in the Government Gazette as Board Notice 138 of 2015 titled "Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)" will be utilized as guideline rates and Consultants will be required to bid competitive rates in their proposals submitted.

The Department will always use the Fees Basis rates (as per tendered schedule), for remuneration on projects, unless the nature of the services provided cannot be evaluated in this method.

Time Basis rates, for remuneration on projects, will only be used in the event that Fees Basis rates can't be determined, and the TENDERED rates will be used.

To reimburse staff for travelling, they will be paid at the private rates for motor transport as published monthly by the National Department of Transport under Reference T118. The type of vehicle to be used is limited up to a 2150cc sedan or a 2500cc 4X2 LDV Double Cab petrol or diesel. This rate will be limited as set out in the Department's PGECR for mileage above 1750 kilometers per month. All travel shall be calculated from the respective District Office to the works site.

There will be no escalation for the first 12 months of the award and thereafter escalation will be governed by the Board Notice and in the case of secondments by CPI plus 1%. The fuel rates will be altered monthly in terms of the National Department of Transport's publication.

## 6. Mentorship duties / responsibilities of the District Office Consultants

- a. The firm shall have an Engineer, Technologist or Technician that is professionally registered with ECSA with at least 5 years post registration experience to carry out the required mentorship for the respective District, Regional or Head Office. The professional has to be registered as Mentor or be in possession of the Commitment of Undertaking;
- b. The Firm's mentor is fully conversant with ECSA requirements (E-01-P and R-02/03-PE/PT/PN) of the process of the candidate's registration and for the roles and responsibilities of Supervisors, Mentors and Referees (R-04-P, R-05/06/07-PE/PT/PN and R-08-PE);
- c. The firm shall assist the District Office with identifying suitable work opportunities for the Candidates, bearing in mind that should the need arise the Candidate can be employed on projects other than projects of the Department. The consultant shall not employ the employees of the Department during the contract until at-least 2 years after the conclusion of the contract.
- d. The firm shall devote sufficient time. Knowledge and expertise to the Candidate to provide the Candidate the opportunity to successfully complete his / her training in accordance with the Programme.
- e. The firm shall on a monthly and quarterly basis, report to the Client and the Programme Manager on the knowledge, skills and or results acquired by the Candidates on any work done by him / her duties and responsibilities and the requirements for training. Reporting and monitoring shall be done by recording, updating and completing the following monthly and quarterly reports:

**Reports Completed by Candidates, Signed by Supervisors and Firm's Mentor**

- Form A: Candidates Monthly Timesheets;
- Form B: Candidate Monthly Report;
- Form C: Quarterly Candidate Competency Assessment Form;
- Form G: Self-Assessment Form.

**Reports Assessed and Prepared by Firm's Mentor**

- Form G: Self-Assessment Form;
- Form D: Training Location Plan;
- Form E: Quarterly Management Report;
- Form F: Candidate Training Plan.

The firm shall assist the Candidates with improving and correcting the following completed ECSA Documentation:

- Quarterly updated Training and Experience Report (Form C2.1)
- Final Summary of Experience Report (Form C2.2)
- Quarterly updated Engineering Report (Form C2.3)

**The Mentors Role**

The Mentor is required to oversee the programme of suitable work experience to be gained by the individual Candidate Engineering Technicians on a regular basis. This includes:

- Assuring that the Candidate Engineering Technician has a Training Plan approved by the District Office.
- Assisting with managing individual Training Plans in line with overall planned Training Plan for the District Office. This involves regular meetings with the District Office Managers and attendance at the Monthly Progress Meetings of the District Office or Region or Head Office
- Assuring that the training is managed against the Training Plan. Management of deviations from the Plan that are encountered in the working environment is considered an important component of the development of a Candidate Engineering Technician.
- Assuring that the day to day supervision and training is carried out by competent persons and registered Mentor. Who ECSA recommends should be registered preferably in the category of Professional Engineering Technician. This competency includes:

- i. Technical expertise regarding the work being done,
- ii. Expertise in supervision and training of Candidate Engineering Technicians
- iii. Commitment to supervision and training of candidate Engineering Technicians

and

Technicians

- Providing guidance and encouragement for the Candidates, but not supervision and training. This is often of an informal / personal nature.
- Ensuring that the Candidate Engineering Technician receives fair opportunity to develop and fair assessment.
- Acting as a role model.
- Assessing the Candidate's progress towards professional registration from the Candidates Quarterly Competency Reports and Training and Experience Forms / written reports;
- Assisting the Candidate to prepare a "Portfolio of Learning" which should contain hard copies of all Forms, project information, drawings, calculations, etc. useful for the final submission to ECSA for registration.
- Assisting the Candidate with the final submission to ECSA for professional registration including signing the relevant Forms for Engineers, Technologist and Technicians by the Supervisors, Mentors and Referees from the Engineering Consultant Firm.

**Conduct joint meeting between Candidate, Supervisor and delegated personnel by the Department every six months to discuss the following:**

- Presentation on progress made towards registration;
- Confirmation of candidate's registration dates; and
- Discuss challenges experienced by candidate and mentor.

## 7 DISTRICT OFFICE SELECTION

It is a requirement of this tender for bidders to select the District Office for which the bidder submits a proposal for. Bidder must indicate the District that they are bidding for with the applicable pricing per District Office **up to a maximum of eleven (11)**. **Bidders will only be considered for one (1) District only or as per the objective criteria**. Bidders must indicate their preferred District Office where one (1) is the most preferred District and eleven (11) is the least preferred District Office.

<u>DISTRICT OFFICE</u>	<u>DISTRICT SELECTION RANKING</u>
Amajuba District	
Harry Gwala District	
iLembe District	
King Cetshwayo District	
Ugu District	
uMgungundlovu District	
uMkhanyakude District	
uMzinyathi District	
uThukela District	
Zululand District	
Metro (EThekweni)	

## 8. MINIMUM RESOURCES PER DISTRICT AND AREA OFFICES

Below is the minimum number of resources to be allocated to each District and Area Offices: -

### District Office

- 1 x Lead Civil Engineer/ Project Manager (Category B, minimum 5 years post qualification)
- 1 x Category C personnel
- 1 x Performance Information Reporting, Monitoring and Evaluation personnel (Category D)
- 1 x Mentor (Category C, minimum 5 years post ECSA registration)

### Area Office

- 1 x Category C personnel
- 1 x Category D personnel

**Any additional resources must be approved by Deputy Director General – TIDS**

## PART C4: SITE INFORMATION

### C4.1: LOCALITY PLAN

