



**KWAZULU-NATAL PROVINCE**

**TRANSPORT**  
REPUBLIC OF SOUTH AFRICA

**CONTRACT NO. ZNB01389/00000/00/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**

**TECHNICAL ENQUIRIES**

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## 1. Questions (Q) and Answers (A) of technical enquiries

Q 1.

With respect to the Bill of Quantities **item 7.1** (on pages C29-C39), is the % amount that we are required to complete the % discount being offered or the actual % fee being offered?

A1 **This is the actual Basic Engineering Fees for project implementation without discount.**

Q2.

Is the monthly rate referred to in the Bill of Quantities **items 1.2 / 1.3 / 2.1 / 2.2** (on pages C29-C39) all-inclusive of cell phones, office space, laptop etc.?

A2. **Yes**

Q3.

The Contract data specifies that PI insurance is required for 100% of tendered amount in **clause 5.10.3.2** (on page C17), however, **clause 16.2** (on page C18) specifies that liability is limited to twice contract value. Please confirm the correct value of cover required.

A3.

**Liability is limited to twice the contract value. Please confirm the correct value of cover required. Addendum to remove 100% of tendered amount -page C17**

Q4.

The Contract data specifies that PI insurance is required for the duration of the contract in **clause 5.10.3.2** (on page C17), however, **clause 15.5** (on page C18) stipulates liability is 10 years from termination. Please confirm the correct duration of cover required.

A4.

**For maintenance activities the PI is required for the duration of the contract. For design aspect the required PI is for 10 years, as and when required.**

Q5.

Service providers obligation refers to Performance Guarantee under **clause 5.9** (on page C21) required if amount specified in the contract data. No reference noted regarding a value in the contract data, please confirm that no Performance Guarantee is required.

A5. **The Performance Guarantee is not required.**

Q6.

We note there is no clause outlining suspension by the Employer. We recommend the relevant clauses as contained in **clause 8.5** (on page 11) of the CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014):

- a. *“The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.*
- b. *When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract. “*

A6.

*Addendum: add on page T5 CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014*

Q7.

We note there is no clause outlining suspension by the Service Provider. We also recommend the relevant clause, accordingly:

*“The Service Provider may reserve the right to suspend the Services under the Agreement if payment of non-disputed invoices is delayed for more than 14 days after the invoice mentioned is due and the Service Provider shall be entitled to withhold delivery of any documents and reports it is required to deliver to the Employer as part of the Services until all outstanding payments have been made in full. The Service Provider will inform the Employer seven (7) days in advance that suspension of the Agreement is imminent. If the Employer has not remedied the delay in payment within thirty (30) days after the start of suspension, the Service Provider has the right to terminate the Agreement. Termination by the Service Provider shall not prejudice or affect the accrued rights or claims and liabilities of the parties.”*

A7.

*Addendum: add on page T5 CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014*

Q8.

We note there is no clause outlining termination by Service Provider. We recommend the relevant clauses as contained in **clause 8.4.3** (on page 10) of the CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014):

*“The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:*

*if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Resolution of Disputes within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or*

*if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or*

*when the Services have been suspended and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or*

*if the Employer is in material breach of a term of the Contract and fails to rectify such breach within thirty (30) Days of the receipt of written notice requiring him to do so.”*

A8.

*Addendum: add on page T5 CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014*

Q9.

Item D3.7 on page 8 requires the professional engineering service provider to have a valid ECSA Commitment for Undertaking registration for Mentorship. We have received our letter from ECSA in May 2022 that includes our Commitment and Undertaking number but the letter states.

a certificate, giving formal recognition to the registration of the Commitment and Undertaking, will be forwarded in due course. Please confirm if this letter would suffice.

A9. **YES**

Q10.

Page C44 states that: "To reimburse staff for travelling, they will be paid at the private rates for motor transport as published by the National Department of Transport under reference T118 but item 5.1 in the bill of quantities is a tendered item and not a Provisional Sum;

A10.

Service providers must provide they competitive rates but the private rates for motor transport as published monthly by the National Department of Transport will be use as the maximum payable rates.

Q11.

Item 6 on Page C44 states that "The professional has to be registered as Mentor or be in possession of the Commitment of Undertaking". Will the Commitment of Undertaking for the company that employs the professional suffice;

A11.

YES, however the mentor is still required to meet the minimum requirements as stated in Clause D3.7 (page T9)

Q12.

Are we required to provide curriculum vitae for all of the resources mentioned on Page C47 or only the requested resources i.e Lead Civil Engineer/Project Manager, 5 registered personnel and mentor as requested on page T8 and T9; and

A12. **Only provide the list on T8 and T9**

Q13.

Is the service provider required to provide an office for his resources or will office space be provided by the department?

A13. **The service provider must provide their own offices.**

Q14.

Addendum#2 states that documents not requested should not be included. Please can you clarify if we should submit these documents with our tender submission as these are normally the requirements for DOT tenders: -

Company experience, Reference letters/ appointment letters/ professional fees orders and Methodology / Programme

A14 **NO**

Q15.

We humbly request an extension on due date for tender. This is due to the briefing taking place later than anticipated due to technical difficulties and minutes of the briefing not being published yet. Also, please advise when the minutes will be available?

A15.

Unfortunately, the closing date cannot be extended. The minutes will be published 28 July 2022 on the website.

Q16.

Could you please confirm if the Lead Civil Engineer and the Mentor can be the same person?

A16. Please refer to page C47 for the minimum resources per district and area offices

Q17.

I would like to ask, do we need to do consolidated BEE for JV, I went through the document and I cannot find anything about consolidated BEE in case of JV. Can you please assist.

A17. No, you don't need to submit the BBBEE certificate with the submission.

Below is the Map of KZN Districts and Local Municipalities

