

DIRECTORATE:

Private Bag X9043, PIETERMARITZBURG, 3200

SCM

Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg, 3201

Tel: 033 355 0004 Siphesihle.mkhize@kzntransport.gov.za

MINUTES OF MEETING: BRIEFING SESSION

Minutes of meeting for Tender no. : ZNB1980/00000/00/HOD/INF/23/T PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF DISTRICT ROAD 1097 (FROM KM 0+000 TO KM 4+674) IN THE UGU DISTRICT UNDER THE DURBAN REGION

Date:

05 October 2023

Time:

12:00

Venue:

Virtual briefing on Microsoft Teams

Person
Ms. J Mnyimba
Ms. L. Mazibuko
Nac I Nac inche and Nac N
Ms. J Mnyimba and Ms. N Manukuza

- The session is being recorded for minutes purposes.
- The advert did state that the meeting will start at 12:00 and was non-compulsory.
- Apologised that the briefing started late due to technical glitches.
- Administrative queries must be directed to Mr. Sandile Nkala
- All technical questions must be addressed to Ms. L Mazibuko
- There are three (3) stages of Evaluation:
 - o 1st Administrative Compliance
 - o 2nd Functionality
 - o 3rd Price and Preferential Points
- To be eligible to bid for this Tender you need to be:
 - Registered and Active on CSD
 - Tax Compliant
 - To comply with the Functionality Criteria



- Due to COVID Risks briefings are held virtually, but bidders are encouraged to visit site locality map and coordinates are on page C70
- Tender data will have precedence in the interpretation of any ambiguity or inconsistency between the tender data and the standard conditions of tender.
- Tender Closes 25 October 2023 at 11:00 no late entries will be considered.
- Validity period is 12 weeks from date of closing of tender 11:00 Wednesday 25 October 2023.
- Bidders are advised to obtain their own copies of the relevant acts, regulations and standards referred to in this document.

1st Stage: Administrative Compliance:

- Bidders must be active on the CSD by the date of closing for this bid and each member of the joint venture has to be registered on the CSD.
- None of the respondents or its principals may be listed on the register of tender defaulters, and all person listed as prohibited to do business with the state will be eliminated.
- The department reserves the right that over and above using any legal remedy, will cancel this Tender.

While not compulsory it is advisable that bidders visit the site, site map with coordinates can be found on page C70 of document.

- This Tender closes on 25 October 2023 at 11h00, no late entries will be accepted.
- Only Original documents filled in ink deposited in the Tender Box will be accepted.
- The tender box is situated at the Department of Transport Head Office, Inkosi Mhlabunzima Maphumulo House, 172 Burger Street, Pietermaritzburg.
- Submissions mut be clearly sealed and clearly identified by tender number, description and closing date.
- Bid documents must be written legibly.
- Ensure that everything has been signed, and completed.
- Be sure that you have declared everything, any Company in which Directors have an interest in other companies on SBD 4.
- Bid Validity is 12 weeks from date of closing, therefore calculated from 11:00 25 October 2023.
- Bidders to ensure that every returnable documents are fully completed, signed and submitted.

2nd Stage: Functionality

Discussed by the Technical presenter.

3rd Stage: Price and Preference Points

• The following preference point systems are applicable to invitations to tender: - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

Points for this tender, (a) Price (80); and (b) Specific Goals (20)

- Further explanation on Page T33
- Acceptable Proof for the allocation of Specific Goals Points- page T57

Tendering Procedure

Ms. L Mazibuko

TENDER NOTICE AND INVITATION TO TENDER

- The Province of KwaZulu-Natal, Department of Transport, invites tenders from Engineering Consultants, experienced in Roadworks, to provide Professional Services for the Upgrade Of District Road 1097 (From Km 0+000 To Km 4+674) This project is in the Ray Nkonyeni Local Municipality under the Ugu District Municipality in the Durban Region. The total duration of the project is 24 months. The duration allowed for is to achieve all 6 Engineering Council of South Africa (ECSA) Normal Fee Services stages.
- Only bidders that satisfy the eligibility criteria stipulated in the Tender Data and who comply with the functionality criteria for experience of key persons, company experience in **Specialised** projects, as stated in the Tender Data, are eligible to be considered.
- The requirements of the CIDB B.U.I.L.D. Programme with respect to Indirect Targeting for Enterprise Development is set at a minimum contribution of 30% of the project's contract value towards subcontracting and development support.
- The requirements of the CIDB B.U.I.L.D. Programme with respect to the Standard for Skills Development is set at a maximum development support of 0.25% of the project's contract value.

This is cross referenced from the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement as printed in Board Notice 423 in the Government Gazzette No. 42622 of 08 August 2019.

Clause	Description
C1	 The Client is KZN DOT The Document contains: 1. Tendering Procedures 2. Returnable Documents 3. Agreements and Contract Data 4. Pricing Data 5. Scope of Works 6. Site Information Client Representative is Ms SL Zulu Client reserves the right to cancel this tender for any reasons as contained in clause C1.5.1 prior to award.

- C2 The Tenderer will not be eligible to submit a tender if:
 - 1. The Tenderer is under restrictions or has principals who are under restriction to participate in the Client's procurement due to corrupt or fraudulent practice.
 - 2. The Tenderer does not have the legal capacity to enter into the contract.
 - 3. The Tenderer is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing.
 - 4. The Tenderer does not comply with the legal requirements stated in the Client's procurement policy.
 - The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.
 - 6. The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies, and contributions required in terms of legislation applicable to the work in the contract.
 - Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
 - Request clarification of the tender documents, if necessary, by notifying the Client at least five working days before the closing time stated in the tender data.
- C2
- The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project.
- The tenderer shall not retype the tender document.
- Return all returnable documents with this document after completing them by writing legibly in non-erasable ink.
- The tender offer validity period is 12 weeks from the closing date/ time for submission of tenders.
- The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.

C3 Test for responsiveness

- Determine, after opening and before detailed evaluation, whether each tender offer properly received: Complies with the requirements of the conditions of Tender, or has been properly and fully completed and signed, or is responsive to the other requirements of the tender documents.
- There are 3 Stages of the evaluation of tender offers. These will be based on
- 1. Administrative compliance,
- 2. 2. Functionality and,



- 3. Price and preference in accordance with the Preferential Procurement Regulations, 2022 and KwaZulu-Natal Department of Transport (KZNDOT) Interim Preferential Procurement Policy January 2023, as amended.
- 4. Administrative Compliance Check and verify compliance with the submission and completion of compulsory bid documents viz Parts T1 and completion of all returnable schedules as contained in Part T2. Failure to comply with the Administrative Compliance requirements will render the bid invalid.
- 5. The functionality criteria is as follows:

3. Tenders will be evaluated on price and preference in accordance with the Preferential Procurement Regulations, 2022 and KZN DOT Interim Preferential Procurement Policy, 2023. Specific goals points must be claimed using Returnable Schedule D - SDB 6.1

RETURNING SCHEDULES

Ms. L Mazibuko

- RECORD OF ADDENDA TO TENDER DOCUMENTS
- COMPULSORY ENTERPRISE QUESTIONNAIRE
- STANDARD BIDDING DOCUMENTS (SBD 1, SBD 4, SBD 5, AND SBD 6)
- B-BBEE CERTIFICATE
- CERTIFICATE OF AOUTHORITY TO SIGN BID
- EXPERIENCE IN UPGRADE AND STRUCTURES PROJECTS
- KEY PERSONEL AND CURRICULUMN VITAE
- PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE
- PROPOSED SUBCONSULTANTS
- LETTER OF GOOD STANDING (COIDA 1993)
- REFERENCE LETTER AND OR COMPLETION CERTIFICATES
- DEVIATION AND QUALIFICATIONS
- SCHEDULE OF ALTERNATIVE TENDERS
- TECHNICAL PROPOSAL
- NOTICES TO TENDERERS REGARDING THE COMPLETION OF FORMS
- ACCEPTABLE PROOF AND RIGHT TO AWARD

FORM OF OFFER Amount shall be brought forward from the Summary page and written in words form must be fully signed by designated, Timelines to be indicated for each Stage. ACCEPTANCE This is to be completed by Employer only. SCHEDULE OF DEVIATIONS To be completed upon award (By successful Tenderer)



CONTRACT DATA -

 The Service Provider and the KwaZulu Natal Department of Transport will enter into a Contract / Service Level Agreement (SLA) which the Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board or as amended.

Data provided by Employer:

CLAUSE	DESCRIPTION
1	 The Period of Performance is 24 Months plus defect liability period (12Months). The Start Date will be date of the last party signing this agreement and terminate 24 months plus defect liability period (12Months) thereafter.
3	 The location for the performance of the Project is D1097 (KM0.000 TO KM 4.64) Under the Durban Region. The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data. The penalty payable is R 10 000.00 per day subject to a maximum amount of R 3 600 000.00 The Consulting Engineer 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	 The Consulting Engineer is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule. The Consulting Engineer is required to obtain the Employer's prior approval in writing before taking any of the following actions: Appointment of sub-consultants for the performance of services Appointing Key Persons not listed by name in the Contract Data Any other work not as specified in the Scope of Works

PRICING DATA Ms. L Mazibuko

- The quantities provided by the Client in the Pricing Schedule are only approximate quantities
- 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.
- 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.
- 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.
- Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that service deliverable.
- Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Client's instructions and the Contract Price shall be adjusted accordingly.
- 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.
- 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 Client, 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 Client to adjust the unit rates or lump sums for such items, to make such adjustments.
- All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents.
- NOTE: All payments by the Client to Consulting Engineers will be made in line with the KwaZulu Natal Department of transport Remuneration Policy Ref. 14/5/3/5 which may be amended from time to time by the Head of Department.

SCOPE OF WORKS Mr. T Sambo

- The scope for this project is defined as follows:
 - The Project is: The Upgrade of District Road D1097 from 0+000 KM To 4+674 KM in The Durban Region, The Professional Service Provider is required to render professional service as per below: From km 0+000 KM To 4+674 the project is the upgrade from gravel to blacktop which requires per below:
 - From km 0+000 to km 4+674 the project is the upgrade from gravel to blacktop which requires Stage 3 to Stage 7 IDMS stages as outlined on the FIDPM Policy and the KwaZulu Natal Department of Transport IDPM Policy, 2020.
- Stage 1: Initiation or Prefeasibility Report The Stage is complete once the report has been approved by authorised office.
- Stage 2: Concept or Feasibility Report The Stage is complete once the report has been approved by authorised office.
- Stage 3: Design Development Report The Stage is complete once the report has been approved by authorised office.
- Stage 4: Design Documentation Report The Stage is complete once the report has been approved by authorised office.



- Stage 5: Contract Administration and Inspection The Stage is complete once the report has been approved by authorised office.
- Stage 6: Handover Report The Stage is complete once the report has been approved by authorised office.
- Stage 7: Close-out Report The Stage is complete once the report has been approved by authorised office.
- The appointed Consulting Engineers will be required to execute all works in line with the National Treasury Framework for Infrastructure Procurement and Delivery Management (FIPDM) Policy and the KwaZulu Natal Department of Transport IDPM Policy, 2020
- Remuneration payable will be based on the below split and will be fee based.
- Percentage for Phases/Stages of the project:
- (Note to compiler: To delete information which is not applicable)

Type of Service	Ini tia tio n or Pr efe asi bili ty	C o n c e p t / F e a si b il it y	Des ign De vel op me nt:	Desi gn Doc ume ntat ion	Con trac t Ad mini stra tion	H a n d o v e r / C l o s e o u	
Road Upgrade /Rehabil itation Project	5%	2 5 %	25 %	15%	25%	5 %	
Structur es Project	5%	2 5 %	30 %	10%	25%	5 %	



SCOPE OF WORKS

Mr. T Sambo

- The Employers estimate:
- Upgrade Road Works

R 93 480 000.00

- Structures (bridges and other major structures)
 R 10 390 000.00
- Estimate Total project value (exclusive)

R 103 870 000.00

- The Standards, Manuals and Guideline Documents are the latest version of documents as listed on page C26 as applicable; however, they are not exhaustive but shall be viewed as minimum applicable.
- Stakeholder and Community Liaison and Social Facilitation Stakeholders are as listed on the PLC Guidelines as amended; Consultant shall be responsible for payment of PLC Stipends in line with PLC Guidelines as amended, shall be required to procure services of the social facilitation for the project.
- **Permits and Authorisations** Since approvals of any EMPr's etc. are essential prior to the commencement of the Works, the Service Provider shall be responsible to ensure that all submissions to the relevant approving authorities are completed by the milestone date tabled in clause C3.1.9.
- **Project Programme** Preliminary programme has been provided with milestone dates on C3.1.9. Service provider is to amend the programme to suite his plan and submit within 7days for approval.
- **Penalties and Delays** Penalties will be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of the required information.
- Personnel Requirements minimum requirements are listed on page C3.1.11.
- Meetings and Liaisons Meetings between the Client and the Service Provider are formal occasions. The Client shall perform the duties of chairperson and the Service Provider the secretarial services. Project Handover Meetings, Progress Meetings, Gateway Review Meetings and Other Project Related Meetings.
- Service Provider will be responsible for Risk Management, Document Management, Management of Drawings, Management and compliance with Safety, Procedure for Procurement of Sub-services providers, Participation of Targeted Enterprise, Training etc.

MEASUREMENT AND PAYMENTS

- Payment under item 1. Normal Fee Service will be done in 6 stages which are Inception, Concept and Viability, Design Development, Documentation and Procurement, Contract Administration and Inspection and Close out. The percentage allocation is per the ECSA Guideline Professional Fees.
- A once off payment for the Inception stage shall be paid in full after the submission and approval of Gate 1 as per FIDPM Policy.
- A once off payment for Concept and Viability stage shall be paid in full after the submission and approval of Gate 2 as per FIDPM Policy.
- Payment for Design Development stage shall be paid in two payments. Half of the Design Development will be paid on the submission of the first complete draft and the remaining half shall be paid after the approval and closing of Gate 3 as per FIDPM Policy.
- A once off payment for Documentation and Procurement shall be paid in full after the submission and approval of Gate 4 as per FIDPM Policy.
- Payment for Contract Administration and Inspection shall be paid in segments, based on the cumulative percentage of construction work carried out on site.
- Payment under stage 6 Close out stage shall be paid in two payments. Half of the close out stage will be paid once Gate 6 of the FIDPM stage is Completed and Approved. The remaining half shall be paid once Gate 7 of the FIDPM stage is Complete and Approved.
- All stages are as per FIDPM stages. FIDPM Gate 6 Handover and Gate 7 Close-out are combined to form ECSA stage 6 Closeout of the Normal Fee Services.
- Administration and Monitoring Office Team (Rate/Hr), Site Team (Rate/Month),
 Disbursements (Provisional Sum proven cost).

SITE INFORMATION

- PROJECT BACKGROUND:
- D1097 is approximately 4.674 km linking R61 and P69. The road crosses wards 1, 10 & 11 within the Ray Nkonyeni Local Municipality (KZ 216) under the Ugu District Municipality (DC 21)..
- The road serves communities and social facilities of KwaNzimakwe, Thundeza and Thongasi by providing access to KwaMsasosha High, Nombuso High and iThongasi Public Primary. The road falls within the Nzimakwe Traditional Council.
- PROJECT COORDINATES:

Position	X	Υ
Start km 0.00	-72 729.50	-3 428 158.01
End km 4.674	-72 016.29	-3 431 906.65



SCM QUESTIONS

The following SCM questions were asked by the bidders:

Question 1 – When the bidder tenders as a JV do the individual companies have to fill in the SBD 4 documents separately?

Response – Yes – each partner to the JV must sign the declaration forms separately.

The clause on the bottom of SBD 4 states the following "Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so and any non-disclosure on this Declaration will invalidate your tender/bid"

Question 2 – How will the new amendments affect the weighting of the Consolidated JV Scorecard?

Response -

A JV can either be incorporated or unincorporated.

Incorporated JV - means that an entity has been incorporated and governed in terms of the Companies Act. In that case, the incorporated entity will have to determine its own B-BBEE measurement.

Unincorporated JV - will require its own Broad-Based Black Economic Empowerment (B-BBEE) certificate if they would like to tender or enter into a contract that requires a B-BBEE Certificate.

Section E , Page T34 states that A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a **consolidated B-BBEE Status Level Verification Certificate**. In addition, the consolidated B-BBEE Status Level Verification Certificate for unincorporated joint ventures shall only be applicable to this project (Tender No. to be indicated on the certificate).

As a result of the **amendments effected** to the Codes through Notice Number 303 of Government Gazette Number 42496 gazetted on 31 May 2019, entities that use B- BBEE sworn affidavits and B-BBEE Certificates are now able to use a consolidated unincorporated joint venture scorecard. This is how it works:

- a) The parties will need to first obtain a valid B-BBEE sworn affidavit or B-BBEE Certificate for their individual enterprises. Should the individual entity's B- BBEE Certificate or Sworn Affidavit be invalid, the joint venture certificate will also be invalid.
- b) The parties will then need to consolidate the compliance data based on a weighting in accordance with the joint venture agreement. This means that the parties scores will be weighed according to their proportionate share in the joint venture and added together for a combined score of 100.
- c) The consolidation of the compliance data shall be based on a weighting in accordance with the joint venture agreement relevant to the specific joint venture. Therefore, should the two or more companies enter an unincorporated joint venture their respective scores in terms of the relevant Codes of Good Practice will be weighted according to their proportionate share in the joint venture.
- d) Should an entity qualify in terms of the QSE scorecard, its B-BBEE score of 100 must be used to calculate the consolidated score.
- e) 51% black-owned EMEs and QSEs will qualify for a score of 95 points, while 100% black-owned EMEs and QSEs will qualify for a score of 100 points.
- f) EMEs with less than 51% black ownership will qualify for a score of 85 points

The process described in part (b) and (f) can only be done by a SANAS accredited verification agency/professional.

A consolidated joint venture will determine its B-BBEE status in line with the principles of Statement 000 of the Codes of Good Practice based on whether the entity is an EME, QSE or large entity.

Bidders to note – In the new PPPFA Regulations the Price and preference points are no longer based on Price and BBBEE status level, they are now based on Price and Preferential Goals. Bidders will be awarded the 20/10 points based on the points they earn on the targeted goals.

GENERAL

- Completion of the attendance register -To be done electronically.
- Information relating to this bid will be published on the Department's website.

Closure:	Chair closed the meeting at 12:52

Approval by officials who attended the meeting:

The minutes are a true reflection of the deliberations held.				
Name	Designation	Signature	Date	
Ms. J Mnyimba	SCM	Javanapa	18/10/2023	
Ms. N Manukuza	SCM	4	18/0/2023	
Ms. L Mazibuko	TIDS			

