



KWAZULU-NATAL PROVINCE

TRANSPORT
REPUBLIC OF SOUTH AFRICA

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR
THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400
IN THE AMAJUBA DISTRICT UNDER THE LADYSMITH REGION**

CONTRACT NUMBER: ZNB02011/00000/00/HOD/INF/23/T

Name of Tenderer:

.....

**This tender closes at 11:00 on Monday 20 November 2023 at the offices of the
Department of Transport located at 172 Burger Street, Pietermaritzburg, 3201**

LATE SUBMISSIONS WILL NOT BE CONSIDERED

Issued by:

The Department of Transport
172 Burger Street
PIETERMARITZBURG
3201

Contact Name: Dr PF Sibiya
Telephone: 033 355 8600

Prepared by:

The Department of Transport
172 Burger Street
PIETERMARITZBURG
3201

Contact Name: Mr. LN Thabethe
Telephone: 033 355 8805



PART T1: TENDERING PROCEDURES

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PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the which is published every week on Friday and may be downloaded from the website, e-tenderportal / www.kzntransport.gov.za

The publication is also published in the following platforms, www.cidb.org.za.

The address provided for the lodging of appeals is:

The Chairperson

Bid Appeals Tribunal

Private Bag X9082

Pietermaritzburg

3200

FAX NO.: 033 897 4501

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO. ZNB02011/00000/00/HOD/INF/23/T FOR: PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400 IN THE AMAJUBA DISTRICT UNDER THE LADYSMITH REGION

The Province of KwaZulu-Natal, Department of Transport, invites tenders from Engineering Consultants, experienced in roadworks, to provide professional services for the Upgrade of Main Road 420 from km 9.000 to km 14.400. This project is located in the eMadlangeni Local Municipality under the Amajuba District Municipality in the Ladysmith Region. The total duration of the project is 30 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 past experience in similar Specialised / Complex / Simple projects, as stated in the Tender Data, are eligible to be considered for further evaluation.

Bidders shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work.

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.

Preference points awarded for Specific Goals are offered to tenderers who comply with the requirements of PPPFA stipulated in clause C.3.11.1 of the Tender Data.

Tender documents will be available as from **10h00 on Monday 09 October 2023**.

Free download of tender documents will be available on the www.kzntransport.gov.za and www.etenders.gov.za website and must be downloaded.

A non-compulsory clarification Meeting with representatives of the Client will be held virtually via MICROSOFT TEAMS application on **Monday 30 October 2023 starting at 11h00 (Log in time 10h00 – 11h00)**.

Meeting Invite Link: <https://bit.ly/ZNB02011>

Queries relating to this tender may be addressed to:

Bidding procedure enquiries:	Technical enquiries:
Mr Sandile Nkala Telephone: 033 355 8600 E-mail: Sandile.Nkala@Kzntransport.gov.za	Denzyl Anthony Telephone: 033 355 8657 E-mail: Denzyl.Anthony@kzntransport.gov.za

Deadline for the submission of all technical enquiries is the 17th November 2023 at 16h00.

The closing time for receipt of tenders is **11h00 on Monday 20 November 2023 at KZN Department of Transport, 172 Burger Street, Pietermaritzburg, 3201**

Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

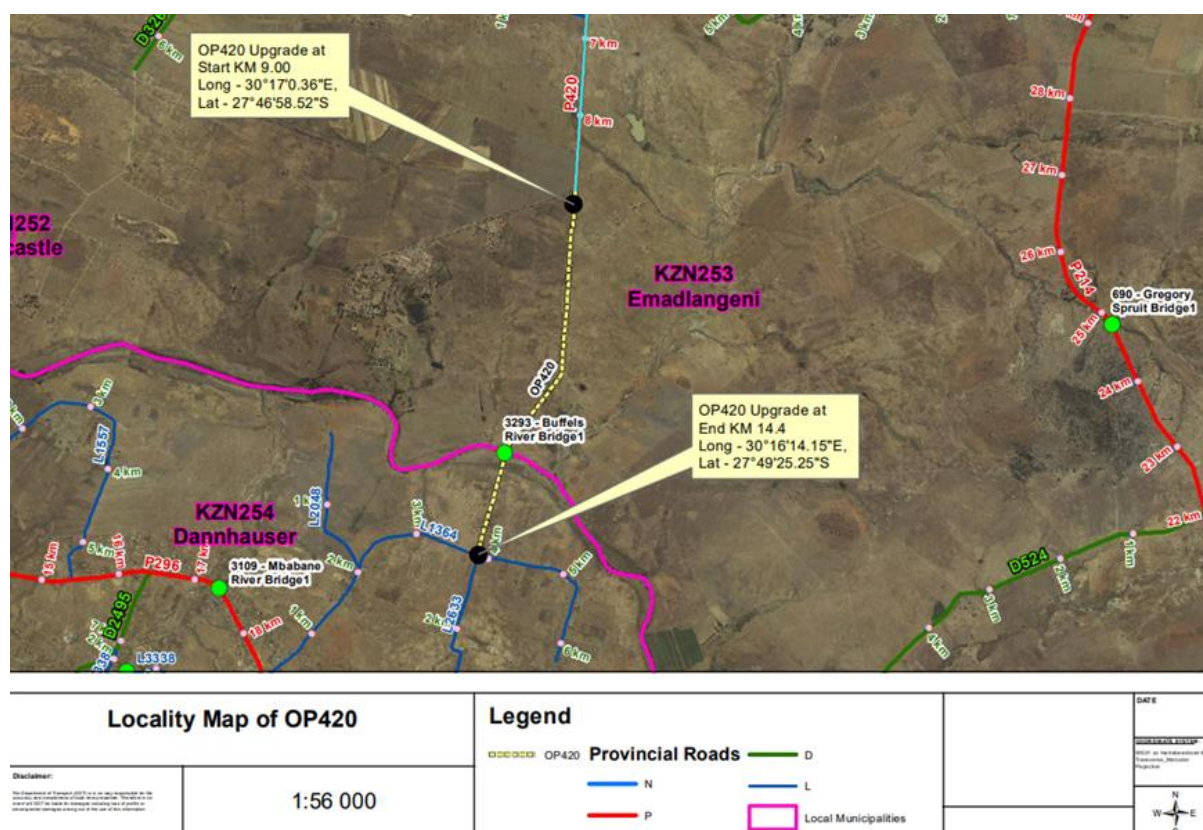
NON-COMPULSORY CLARIFICATION MEETING VENUE PLAN

“PLEASE NOTE THAT THERE WILL BE NO PHYSICAL CLARIFICATION MEETING. REFER TO CLAUSE C2.7 TENDER DATA AND SECTION T2.2A RETURNABLE SCHEDULES FOR DETAILS OF THE VIRTUAL MEETING.”

Main Road 420 starts at the intersection of the Main Road 483 and Main Road 420 which is located near Watervaal Correctional Services in the Amajuba District, and ends at the junction with Local Road, 1364 (L1364).

The proposed road is located in the eMadlangeni (KZ253) and Dannhauser (KZ254) Local Municipalities, under the Amajuba District Municipality (DC25).

Position	South	East
Start km 9.000	27° 46' 58.52" S	30° 17' 0.6" E
End km 14.400	27° 49' 25.25" S	30° 16' 14.15" E



T1.2 TENDER DATA

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

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

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 423 in the Government Gazette No. 42622 of 08 August 2019.

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

In this document the word "**Consultant**" has been replaced with "**Consulting Engineer**". The word "**Employer**" (and all its derivatives) is replaced by the word "**Client**", except where reference is being made to the term *Employers Agent* and *Employer's Agent Representative* as per the provisions of the General Conditions of Contract (GCC), 2015 and the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition).

Tender Data Applicable to this Tender

Sub clause	Data
C.1.1	The Client is the KwaZulu-Natal Department of Transport.
C.1.2	<p>The tender document issued by the Client comprise of the following sections:</p> <p>Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data</p> <p>Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable Schedules</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Tax compliance permission declaration C1.3 Contract data C1.4 Agreement in terms of Occupational Health and Safety</p> <p>Part C2: Pricing data C2.1 Pricing Instruction C2.2 Schedule of Prices C2.3 Summary of Pricing Schedule</p> <p>Part C3: Scope of work C3 Scope of work</p> <p>Part C4: Site Information C3 Site Information</p>
C.1.4	<p>Name of the Client: KZN Department of Transport</p> <p>Contact person: Mr. D. Anthony</p> <p>Telephone: (033) 355 8657</p> <p>Fax: (033) 355 8049</p> <p>E-mail: Denzyl.Anthony@kzntransport.gov.za</p>
C1.5.1	<p>The Client may, prior to the award of the tender, cancel a tender if:</p> <p>(i) Due to changed circumstances, there is no longer a need for the services, works or goods requested, or</p> <p>(ii) Funds are no longer available to cover the total envisaged expenditure, or</p>

Sub clause	Data
	(iii) No responsive tenders are received.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13
C.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) The Professional Service Provider submitting the tender is under restrictions or has principals who are under restriction to participate in the Client's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the contract; (c) The Professional Service Provider submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Client's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies, and contributions required in terms of legislation applicable to the work in the contract. <p>In terms of the Supply Chain Management Policy Guideline, all suppliers of goods and services are required to register on the Central Suppliers Database (CSD). Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered.</p> <p>(1) Application can be done online from the website, http://www.treasury.gov.za.</p>
C.2.2.1	Accept that, unless otherwise stated in the tender data, the Client will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with the requirements.
C.2.3	Check the tender documents on receipt for completeness and notify the Client of any discrepancy or omission.
C.2.4	The information in this tender document shall be treated as confidential and all matters arising in connection with the tender. Use and copy the documents issued by the Client only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.6	Acknowledge receipt of addenda to the tender documents, which the Client may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to effect any changes to the document as contained in the Addendum.
C.2.7	<p>The arrangements for non-compulsory virtual clarification meeting is arranged as follows:</p> <p>Date: 30 October 2023 Log in time: 10H00 to 11H00 Virtual Briefing Start: 11h00 Clarification Meeting Long in Link: http://bit.ly/ZNB02011 Conference ID: 963 067 444#</p>

Sub clause	Data
	The onus rests with the tenderer to ensure that the representative attending the clarification meeting is appropriately qualified to understand all directives and clarifications given at that meeting.
C.2.8	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.
C.2.9	The Tenderer will be responsible for the full insurance cover (Professional Indemnity) required for this project and shall ensure that the institution that provides the cover is fully compliant and registered with Financial Services Board (FSB). It is compulsory that the Tenderer submits proof of such insurance with this tender. Failure to submit such proof shall result in tender disqualification.
C.2.10	All Tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).
C.2.10.3	Rates and prices must be fixed for the duration of the contract and not subject to adjustments unless escalation rate is provided.
C.2.11	The tenderer shall not retype the tender document. <u>Any tender submitted using a document that has been retyped shall be considered non-responsive and rejected in terms of Clause C.3.8 of the Conditions of Tender.</u>
C.2.12	No alternative offers will be accepted.
C.2.13.1	Submit one tender offer only, as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in scope of works.
C.2.13.2	Return all returnable documents with this document after completing them by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Client.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Client will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Client shall hold liable for the purpose of the tender offer.
C.2.13.5	Tenders may only be submitted as a single, hand-delivered hard copy. Electronic, telephonic, or posted tender offers will not be accepted The Client's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of Tender Box: Outside the Foyer, KZN Department of Transport Physical Address: 172 Burger Street, Pietermaritzburg Identification Details: TENDER NUMBER ZNT02011/00000/00/HOD/INF/23T
C.2.13.6	A two-envelope system <u>will NOT be followed</u> .
C.2.13.8	By submitting this tender document, the tenderer accept that the Client will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.
C.2.14	By submitting this tender document, the tenderer accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Client as non-responsive.
C.2.15	Closing time for submission of tender offers is: Closing Date: 20 November 2023 Telegraphic, telephonic, telex, facsimile, electronic, e-mail and late tenders will not be accepted.
C.2.16	The tender offer validity period is 12 weeks from the closing date/ time for submission of tenders.
C.2.19	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.23	The certificates as required in the Returnable Schedules and Forms must be provided with the tender. In the case of a consortium / joint venture, the certificates must be provided for each party.
C.3.1.1	The Client may unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all



Sub clause	Data
	tenderers who drew procurement documents.
C.3.2	The Client If necessary, may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Client may grant such extension and, shall then notify all tenderers who drew documents.
C.3.4	The time and location for opening of the tender offers are: Time: 11h00 Date: 20 November 2023 Location / Venue: Acquisition Section, 'B' Block Boardroom, 172 Burger Street, Pietermaritzburg
C.3.5	A two-envelope system will NOT be followed.
C.3.6	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

Sub clause	Data
	b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11.1	<p>Evaluation of tender offers</p> <p>There are 3 Stages of the evaluation of tender offers. These will be based on 1) administrative compliance, 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.</p> <p>The evaluation of the proposals submitted will take place as follows:</p> <ul style="list-style-type: none"> a) Only Tenders correctly submitted into the tender box before the closing time and date will be considered. No late submissions will be considered under any circumstances. b) Documents submitted will be checked for minimum compliance in terms of the correct completion, submission and signing of relevant forms. Failure to correctly complete, sign and submit all the relevant forms will render the proposal invalid. c) Proposals will be checked for compliance with minimum specifications. Failure to comply with minimum specifications will render the proposal invalid. d) Only proposals that have fully complied with the above conditions and are responsive will be evaluated for functionality with those achieving 65 percent being further evaluated for Price followed by Preference Points using the 80/20 evaluation system. e) Functionality points will be calculated at the average of the sum of the scores of each panel member for each component of the Functionality Assessment. f) Proposals scoring less than the minimum stipulated functionality points will be rejected. g) Preference points will only be awarded strictly in terms of the requirements of the PPPFA Regulations, 2022. and KwaZulu-Natal Department of Transport (KZNDOT) Interim Preferential Procurement Policy – January 2023, as amended. h) Price points will be calculated for evaluation purposes. i) Proposals may be passed over for reasons deemed justifiable by the Bid Committees, in line with the requirements of the Tender Document, relevant policies, guidelines and regulations.



Sub clause	Data								
C.3.11.2	<p>The evaluation of tender offers will be based on administrative compliance, functionality, 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 and the CIDB Inform Practice Note #5, Version 3 - September 2020.</p> <p>KZNDOT may perform a risk analysis on the preferred tenderer as per the provisions of Section 3.6 of the CIDB Inform Practice Note #5.</p> <p>1. Administrative compliance</p> <p>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.</p> <p>2. Functionality</p> <p>A tenderer a who meets the administrative compliance will be further evaluated on the functionality.</p> <p>The scope of work for this contract is classified in the following table.</p> <table><tr><th><i>Please mark appropriate:</i></th><th>YES / NO</th></tr><tr><td>Simple/straightforward/routine work - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.</td><td>NO</td></tr><tr><td>Complex work - characterised by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(if this evaluation criteria is selected please include functionality)</i></td><td>YES</td></tr><tr><td>Specialist work - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact. <i>(if this evaluation criteria is selected please include functionality)</i></td><td>YES</td></tr></table> <p>The functionality criteria is as follows: -</p> <ul style="list-style-type: none">• Company Experience on Road Upgrade / Structures -Bridge Projects..... 15 Points• Key Personnel..... 20 Points• Quality Assurance..... 5 PointsTotal..... 40 Points	<i>Please mark appropriate:</i>	YES / NO	Simple/straightforward/routine work - where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.	NO	Complex work - characterised by requirements for higher levels of skills, greater resources or not well-defined inputs and outputs. <i>(if this evaluation criteria is selected please include functionality)</i>	YES	Specialist work - requiring considerable innovation, creativity, and expertise or skill (or both) or work that has a high downstream impact. <i>(if this evaluation criteria is selected please include functionality)</i>	YES
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Sub clause	Data		
		A Maximum of 5 Points will be Awarded as per the above.	
		Employers Agent's Representative Must be register with ECSA as a Pr Eng or Pr Tech Eng with a minimum of 3 years' experience in Road Upgrade / Structures - Bridge post-qualification. Points for years of experience in Road Upgrade / Structures - Bridge – calculated post-qualification 10 years and above = 5 6 – 9 years = 3 3 – 5 years = 2 0 - 2 years = 0 A Maximum of 5 Points will be Awarded as per the above.	5
		Project Lead Must be professionally registered with ECSA and / or SACPCMP (Pr Eng / Pr Tech Eng / Pr Techni / Pr CPM or Pr CM only) and a minimum of 6 years' experience in Road Upgrade / Structures - Bridge post-qualification. 11 years and above = 5 8 – 10 years = 3 6 – 7 years = 2 0 - 5 years = 0 A Maximum of 5 Points will be Awarded as per the above.	5
	Quality Assurance System Type NOTES: Proof of certification to be provided	Certification ISO/SANS Certification = 5 Registered for Certification = 3 In house Quality Assurance system = 2 No Quality Assurance system = 0 A Maximum of 5 Points will be Awarded as per the above.	5
	Total		40

Sub clause	Data
	<p><u>NB: Only bidders who achieve a minimum of 65 percent (%) for the Functionality evaluation will be evaluated for Price and Preference Points.</u></p> <p>3. Price and Preference</p> <p>Tenders will be evaluated on price and preference in accordance with the Preferential Procurement Regulations, 2022 and KZN DOT Interim Preferential Procurement Policy, 2023.</p> <p>Specific goals points must be claimed using Returnable Schedule D - SDB 6.1 in accordance with the tenderer's Company and Intellectual Property Commission (CIPC) company registration documents, Central Supplier Database report, B-BBEE status level of contributor or Sworn affidavit as per construction sector code. The Acceptable Proof for the Allocation of Specific Goals Points, as detailed in Section Q - Acceptable Proof & Right to Award, must be attached to Returnable Schedule D - SDB6.1</p> <p>The points scored for a Tenderer in respect of Price will be added to the points scored in respect of Preference. Only the tender with the highest number of points may be selected, except in those instances permissible by legislation, practice notes or relevant policies.</p>
C.3.13	<p>Accept the tender offer; if in the opinion of the Client, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Client's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, as stated <ul style="list-style-type: none"> (i) Tender Defaulters Register - the Tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. (ii) Abuse of the SCM System - the Tenderer has <u>not</u> abused the Client's Supply Chain Management System and has <u>not</u> been given a written notice to the effect that he has failed to perform on any previous contract. (iii) Declaration - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State. (iv) Fraud and Corruption - the Client is satisfied that the Tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> • having offered, promised or given a bribe or other gift or remuneration to any person in



Sub clause	Data
	<p>connection with the obtaining of this Contract.</p> <ul style="list-style-type: none">• having acted in a fraudulent or corrupt manner in obtaining this Contract;• having approached an officer or employee of the Client or the Client's Representative with the object of influencing the award of a Contract in the Tenderer's favour;• having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;• having disclosed to any other person, firm or company other than the Client, the exact or approximate amount of his proposed Tender. <p>f) is able, in the opinion of the Client, to perform the contract free of conflicts of interest; and</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer.</p> <p>The Client may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
C.3.17	The number of paper copies of signed contract to be provided by the Client is one (1) after completing and signing of the form of offer and acceptance.

T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are contained in this document and are to be properly completed as required:

- (a) Returnable Schedules in T2.2.
- (b) C1.1 Form of Offer and Acceptance, A. Offer, on page C1.
- (c) C1.3 Contract Data, on page C6 – C9.
- (d) C2.2 Pricing Data in Schedule of Prices.

T2.2 RETURNABLE SCHEDULES

PART	DESCRIPTION	PAGE NO.	TENDER TO TICK TO CONFIRM
SECTION A	NON-COMPULSORY VIRTUAL BRIEFING SESSION	T16	
SECTION B	RECORD OF ADDENDA TO TENDER DOCUMENTS	T17	
SECTION C	COMPULSORY ENTERPRISE QUESTIONNAIRE	T18	
SECTION D	STANDARD BIDDING DOCUMENTS	T19	
	SBD 1: INVITATION TO BID	T19	
	SBD 4: BIDDER'S DISCLOSURE	T23	
	SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	T26	
	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	T29	
SECTION E	B-BBEE VERIFICATION CERTIFICATE	T38	
SECTION F	CERTIFICATE OF AUTHORITY FOR SIGNATORY	T39	
SECTION G	EXPERIENCE IN ROAD UPGRADE / STRUCTURES - BRIDGE PROJECTS	T41	
SECTION H	KEY PERSONNEL AND CURRICULUM VITAE	T42	
SECTION I	PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE	T44	
SECTION J	PROPOSED SUBCONTRACTORS	T45	
SECTION K	VALID LETTER OF GOOD STANDING IN TERMS OF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (COID)	T47	
SECTION L	REFERENCE LETTERS AND/OR COMPLETION CERTIFICATES	T48	
SECTION M	DEVIATIONS AND QUALIFICATIONS	T49	
SECTION N	SCHEDULE OF ALTERNATIVE TENDERS	T50	
SECTION O	TECHNICAL PROPOSAL	T51	
SECTION P	NOTICES TO TENDERERS REGARDING THE COMPLETION OF FORMS	T54	
SECTION Q	ACCEPTABLE PROOF & RIGHT TO AWARD	T55	

NOTE: The Tenderer is required to complete each schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Client may lead to rejection on the grounds that the tender is non-responsive.

A. NON-COMPLUSORY VIRTUAL BRIEFING SESSION

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

BID No.: **ZNB02011/00000/00/HOD/INF/23/T**

Service: **PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400 IN THE AMAJUBA DISTRICT UNDER LADYSMITH REGION**

The non-compulsory virtual briefing session with the representatives of the Client will be held as per the instructions below:

The briefing session will be held virtually via the MICROSOFT TEAMS application.

It is the responsibility of the bidder to ensure that they have network connectivity and power to log into the meeting on time and check developments on the Department's website www.kzntransport.gov.za i.e. Addendums etc.

Date: 30 October 2023

Briefing Time: 11H00 (Log in time: 10H00 to 11H00)

meeting log in link: <https://bit.ly/ZNB02011>

Procedure for accessing meeting:

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

B. RECORD OF ADDENDA TO TENDER DOCUMENTS

The undersigned confirm that the following communications received from the Client or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer. ***(Addenda can only be issued following approval from the Client. The Client's representative is not allowed to issue addenda to bidders without prior approval in terms of the SCM Delegations).***

ADDENDUM NO.	DATE	TITLE OR DETAILS

Signed		Date	
Name		Position	
Bidder's Signature			

Failure to complete, sign and date this form or failure to acknowledge receipt and effect changes of each Addendum issued shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8.1 of the Conditions of Tender.

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

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

Signed		Date	
Name		Position	
Enterprise name			

Failure to complete, sign and date this form shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8.1 of the Conditions of Tender.

D. STANDARD BIDDING DOCUMENTS

SECTION A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE KWAZULU-NATAL DEPARTMENT OF TRANSPORT					
BID NUMBER:	ZNB02011/00000/00/HOD/INF/23/T	CLOSING DATE:	20 NOVEMBER 2023	CLOSING TIME:	11h00
DESCRIPTION	PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400 IN THE AMAJUBA DISTRICT UNDER LADYSMITH REGION				
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Main Entrance Foyer			Monday to Friday: 08:00 until 16:00		
172 Burger Street			Under no circumstances must suppliers submit their Tender offers/ responses to the official whose name appears on the enquiries.		
Pietermaritzburg					
3201					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sandile Nkala		CONTACT PERSON	Denzyl Anthony	
TELEPHONE NUMBER	033 355 8975		TELEPHONE NUMBER	033 355 8657	
FACSIMILE NUMBER	033 355 8975		FACSIMILE NUMBER	033 355 8049	
E-MAIL ADDRESS	Sandile.Nkala@Kzntransport.gov.za		E-MAIL ADDRESS	Denzyl.Anthony@kzntransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EME & QSE) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. IF THE BID WAS INVITED THROUGH A CLOSE QUOTATION PROCESS; WHERE SUPPLIERS WERE SOURCED FROM CSD USING THE COMMODITY PROCESS; SUPPLIERS WHO WERE NOT INVITED WILL NOT BE CONSIDERED.</p> <p>1.5. USE OF OMISSION IN THE DOCUMENT IS PROHIBITED, ALL CORRECTIONS MUST BE INITIALLED BY TENDERR AND USE OF CORRECTION FLUID IS PROHIBITED.</p> <p>1.6. FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN THE BID BEING NON-RESPONSIVE.</p> <p>1.7. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>
3. COMPLIANCE AND RETURNABLES: THE FOLLOWING RETURNABLE DOCUMENTS MUST RETURNED WITH THE TENDER DOCUMENT
<p>3.1 SCM APPENDIX 1 INVITATION TO TENDER (SBD1 PART A)</p> <p>3.2 SCM APPENDIX 2 – TERMS AND CONDITIONS FOR BIDDING (SBD1 PART B)</p> <p>3.3 SCM APPENDIX 3 – OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE</p> <p>3.4 SBD 4 - DECLARATION OF INTEREST FORM</p> <p>3.5 SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022;</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

This document must be signed and submitted together with your bid.

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods work or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30 % of the total NIP obligation on a *pro-rata* basis.

- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 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); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE which is at least 51% owned by	Max points = 12 points	
a) Black people	6 points	
b) Black people who are youth	2 points	
c) Black people who are women	2 points	
d) Black people with disabilities	2 points	
2. Promotion of Tenderers located in a Specific Area	Max points = 8 points	
The promotion of enterprises located in a specific province (KwaZulu Natal)	2 points	
The promotion of enterprises located in a specific District municipality	2 points	

(Location where the Project is located)		
The promotion of enterprises located in a specific local municipality (Location where the Project is located)	2 points	
The promotion of South African owned enterprises.	2 points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name			
Trading Name (If Applicable):			
Registration Number			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Business:	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>I. before 27 April 1994; or</p> <p>II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>		

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

Construction Sector Affidavit

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of ____/____/_____, (dd/mm/yyyy) the annual Total Revenue was R3,000,000.00 (3 Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Stamp

Deponent Signature: _____

Date: ____/____/____

Signature of Commissioner of Oaths

FAILURE TO FULLY COMPLETE DATE AND SIGN THIS FORM WILL RESULTS TO NON-AWARD OF POINTS

E. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall submit proof of B-BBEE Status Level of Contributor by submitting a copy of a valid B-BBEE Verification Certificate issued in accordance with the Amended Construction Sector Code published in Notice 931 of 2017 of Government Gazette No. 41287 of 1 December 2017.
2. The certificate shall:
 - (ii) have been issued by a verification agency accredited by the South African National Accreditation System (SANAS); or
 - (iii) in the case of an Exempted Micro Enterprise (EME) with a total annual revenue of R3 million and less, be in the form of a sworn affidavit, in respect of their ownership and annual turnover, for the year ending not earlier than 12 (twelve) months prior to the tender closing date; and
 - (iv) have a date of issue not earlier than 12 (twelve) months prior to the tender closing date.
3. 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).
4. An enterprise will qualify as an Exempted Micro Enterprise (EME) if it has a total annual revenue of R3 million or less, and is deemed to have the following B-BBEE Status in accordance with their black ownership levels:
 - (i) if less than 30% Black Owned then **“Level Five Contributor”**;
 - (ii) if at least 30% Black Owned but less than 51% Black Owned then **“Level Four Contributor”**;
 - (iii) if at least 51% Black Owned but less than 100% Black Owned, then **“Level Two Contributor”**; and
 - (iv) if 100% Black Owned then **“Level One Contributor”**.
5. Tenderers are advised that any misrepresentation in the affidavits is a criminal offence.

F. CERTIFICATE OF AUTHORITY FOR SIGNATORY

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Cooperative:	'Resolution of the Members'
Close Corporation:	'Resolution of the Members'
Company:	'Resolution of the Board' signed by the chairperson
Joint Venture / Consortium:	'Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises

MEMBERS RESOLUTION

CONTRACT NO. ZNB.....

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader Name:

Registration Number:.....

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc RESOLVED that

....., in his/her capacity as
....., is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for: any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1.
2.
3.
4.
5.
6.

Specimen signature of the signatory:

Failure to complete, sign and date the relevant certificate(s) set out hereafter or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected in terms of clause C.3.8.1 of the Conditions of Tender.

H. KEY PERSONNEL AND CURRICULUM VITAE

The Tenderer must insert in the spaces provided below a list of the key personnel to be employed in the management of the construction of the Works, together with a resume of their experience with particular reference to the construction of Road Upgrade / Structures -Bridge Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the page included below for this purpose.

Designation on this contract	Name of Person	Academic Qualification	Professional Registration and Registration Number	Years of Experience post qualification
Employers Agent				
Lead Design Engineer				
Employers Agent's Representative				
Project Lead				

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

Failure to list the names, designations, qualification certificates and attach CV's of the key personnel will result in tender being evaluated as non-responsive. Refer to Section O.

TECHNICAL PROPOSAL for further details on the format of the CV.

CURRICULUM VITAE OF KEY PERSONNEL

Refer to H

Curriculum Vitae of key management personnel to be attached to this page.

I. PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE

Proof of Professional Indemnity and Public Liability Insurance to be attached to this page

Failure to submit such proof shall result in tender disqualification as per the provisions of Clause C2.9

SIGNATURE:

DATE:

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

J. PROPOSED SUBCONTRACTORS

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

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

NAME OF SUBCONTRACTOR	CSD NUMBER	DESIGNATED GROUP AND OWNERSHIP %	B-BBEE LEVEL	NATURE OF WORK	PERCENTAGE TO BE SUBCONTRACTED

Attach additional pages if more space is required.

NB: The subcontractors listed above will not contribute to the achievements of the objectives specified in Section **C3.3 Part F** of this tender document.

SIGNATURE:

DATE:

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

**K. VALID LETTER OF GOOD STANDING IN TERMS OF THE COMPENSATION FOR
OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (COID)**

Letter of good standing with the compensation fund or with a licensed compensation insurer to be attached to this page.

***Failure to submit such proof shall result in tender disqualification as per the provisions of
Clauses C3.13***

SIGNATURE:

DATE:

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

L. REFERENCE LETTERS AND/OR COMPLETION CERTIFICATES

Reference Letters and/or completion certificates which bare the full description of the scope of works as well as the name, signature and contact details of the Client of each project being referenced are to be attached to this page.

SIGNATURE:

DATE:

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

M. DEVIATIONS AND QUALIFICATIONS

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

Please note: The extent of deviations from the tender documents issued by the Client prior to the tender closing date is limited to those permissible in terms of the Conditions of Tender. Please also refer to Returnable Schedule N.

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

Attach additional pages if more space is required

SIGNATURE:

DATE:

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

N. SCHEDULE OF ALTERNATIVE TENDERS

The attention of tenderers is specifically drawn to clause C.2.12 Alternative tender offers of Annex C Standard Conditions of Tender and to clause C.2.12 of section T1.2 TENDER DATA in this project document.

An alternative tender offer or design shall be considered only if the main tender offer has also been submitted in accordance with the requirements of clauses C.2.12.1 and C.2.12.2 of Annex C and such main tender offer is the winning tender as stated in clause C.2.12.3 of Annex C.

The requirements for alternative offers are as described in **clause A2.1.4.2 'ALTERNATIVE DESIGNS'** of the **'COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition)'**.

Such alternative offers shall be described, measured and priced in sufficient detail to enable the Client to evaluate the alternative. The Tenderer shall set out the proposal clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

SECTION	PAGE	ALTERNATIVE OFFER, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER

SIGNATURE:

DATE:

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

O. TECHNICAL PROPOSAL

The tenderer is required to submit a technical proposal which covers the following criteria.

O1. Experience of key personnel

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Employers Agent, Lead Design Civil Engineer/specialists, Employers Agent's Representative and Project Lead of not more than 3 pages each should be attached to Schedule H:

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
 - 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations with registration numbers)
 - 3 Skills
 - 4 Name of current Employer and position in enterprise
 - 5 Overview of post graduate / diploma experience (year, organization and position)
 - 6 Outline of recent assignments / experience that has a bearing on the scope of work
-

O2. Company Experience on Road Upgrade / Bridges Projects

List number of completed Road Upgrade / Bridges Projects.

The evaluation will consider the nature of the reference projects, scope of services provided, and Client completion certificate.

Reference letters from Clients/ Completion Certificates not older than 15 years per project to be provided with contact details of references under Section L.

O3. Quality Assurance System Type

The tenderer is to provide full details of the Quality Assurance System Type currently enforced by the company. Proof of certification where applicable is required to be attached to this Schedule.

The evaluation will consider the nature of the type of Quality Assurance System type.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed:	_____	Date:	_____
Name:	_____	Position:	_____

P. NOTICES TO TENDERERS REGARDING THE COMPLETION OF FORMS

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

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
3. The tenderer is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Tender submitted must be complete in all respects.
5. Tender shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the tender documents.
6. Each tender shall be addressed in accordance with the directives in the tender documents and shall be lodged in a separate sealed envelope, with the name and address of the tenderer, the tender number and closing date indicated on the envelope. The envelope shall not contain documents relating to any tender other than that shown on the envelope. If this provision is not complied with, such tender may be rejected as being invalid.
7. All tenders received in sealed envelopes with the relevant tender numbers on the envelopes are kept unopened in safe custody until the closing time of the tender. Where, however, a tender is received open, it shall be sealed. If it is received without a tender number on the envelope, it shall be opened, the tender number ascertained, the envelope sealed, and the tender number written on the envelope.
8. A specific box is provided for the receipt of tenders, and no tender found in any other box or elsewhere after the closing date and time of tender will be considered.
9. No tender sent through the post will be considered if it is received after the closing date and time stipulated in the tender documentation, and proof of posting will not be accepted as proof of delivery.
10. No tender submitted by telefax, telegraphic or other electronic means will be considered.
11. Tender documents must not be included in packages containing samples. Such tenders may be rejected as being invalid.
12. Any alteration made by the tenderer must be initialled. If not initialled the tenderer may be disqualified.
13. Use of correcting fluid is prohibited
14. Tenders documents will be opened in public as soon as practicable after the closing time of tender.
15. Where practical, prices are made public at the time of opening tender documents.

Q. ACCEPTABLE PROOF & RIGHT TO AWARD

a) Acceptable Proof for the allocation of Specific Goals Points

The specific goals allocated points in terms of this tender	<u>Acceptable Proof for Allocation of Points</u>
1. An EME or QSE which is at least 51% owned by	CSD report and BBB-EE Certificate or Sworn affidavit
a) black people	
b) black people who are youth	
c) black people who are women	
d) black people with disabilities	
2. Promotion of Tenderers located in a Specific Area	Municipal Bill, Lease Agreement or Permission to occupy land
The promotion of enterprises located in a specific province KwaZulu Natal	
The promotion of enterprises located in a specific District municipality (Location where the Project is located)	
The promotion of enterprises located in a specific local municipality (Location where the Project is located)	
The promotion of South African owned enterprises.	CSD Report

b) Rights to Award

- KwaZulu-Natal Department of Transport reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bid In Whole or In Part.***
- Not to make any award in this bid or accept any tender submitted,
- Request further technical information from any tenderer after the closing date,
- Verify information and documentation of the tenderer(s),
- Not to accept any of the tender proposals submitted,
- To withdraw or amend any of the tender conditions by notice in writing to all tenderer prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

c) Price Negotiation at Evaluation stage.

KwaZulu-Natal Department of Transport reserves the right to negotiate with the shortlisted tenderer prior and/or post award.

The terms and conditions for negotiations will be communicated to the shortlisted tenderers prior to invitation to negotiations.

The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of tender and projects will be implementable.

KwaZulu-Natal Department of Transport supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the KwaZulu-Natal Department of Transport does not support any form of fronting.



THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	MEASUREMENT AND PAYMENTS
PART C5	CIDB CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)
PART C6	SITE INFORMATION



CONTRACT

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PART C1: AGREEMENTS AND CONTRACT DATA

C 1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1 FORM OF OFFER

The Client, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of consulting engineering services as follows:

CONTRACT NUMBER: ZNB02011/00000/00/HOD/INF/23/T

PROJECT NAME: PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400) IN THE AMAJUBA DISTRICT UNDER THE LADYSMITH REGION

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

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

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

Rand (in words);

.....

.....

R.....(in figures)

TIME FOR COMPLETION OF THE SERVICES (REFER TABLE 3.1.9)

The date for commencement/ start date of the services will be the date of acceptance of this offer, or as stated in Part C1.3.1 Clause 1.	
The time for completion of the services will be stated by the client in Table 3.1.9 of this Agreement. If the time is not stated in Table 3.1.9 the tenderer is to state the time required for completion of the services below	
Stage 1: Inception (weeks)	
Stage 2: Concept and Viability (weeks)	
Stage 3: Design Development (weeks)	
Stage 4: Documentation and Procurement (weeks)	
Stage 5: Contract Administration and Inspection (weeks)	
Stage 6: Handover-Report (weeks)	
Stage 7: Close-out Report (weeks)	



This offer may be accepted by the Client 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 Consulting Engineer in the conditions of contract identified in the contract data.

For the Tenderer:

Signature(s).....

Name(s).....

Capacity for the tenderer.....

.....

For the Tendering Organisation:

Name.....

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. FORM OF ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Client, identified below, accepts the Tenderer's Offer. In consideration thereof, the Client shall pay the Consulting Engineer 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 Client 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 C6 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 Client 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 Client's Representative (whose details are given in the Contract Data to arrange the delivery of any documentation to be provided in terms of the conditions of contract identified in the contract data. 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 written confirmation from the Client that the tender is accepted. Unless the tenderer (now consulting engineer), within five (5) working days of the date of such receipt, notifies the client in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature of Authorised Client Representative

Name: *(in capitals)*

Capacity:

Name of Client: *(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 Client 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:

Note: Additional items may be added in the same format and stapled to this page.



By the duly authorised representatives signing this Schedule of Deviations, the Client 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 Client 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 CLIENT:

Signature:

Name:

Capacity:

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

Witness:

Signature:

Name:

Date:



C1.1.4 TAX COMPLIANCE PERMISSION DECLARATION

The Consulting Engineer shall complete the declaration below.

I, (name)

the undersigned in my capacity as (position)

on behalf of (name of company)

herewith grant consent that SARS may disclose to the KZN Department of Transport Provincial Government our tax compliance status on an ongoing basis for the contract term.

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

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

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

.....
SIGNATURE

.....
DATE

C1.2 CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

The Service Provider and the KwaZulu Natal Department of Transport herein after referred to as Parties 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.

In this document the word "**Consultant**" has been replaced with "**Consulting Engineer**". The word "**Employer**" (and all its derivatives) is replaced by the word "**Client**", except where reference is being made to the term *Employers Agent* and *Employer's Agent Representative* as per the provisions of the General Conditions of Contract (GCC), 2015 and the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard) (October 2020 edition).

C1.2.2 DATA PROVIDED BY THE CLIENT

The following contract specific data are applicable to this contract.

Clause	Data
1	The Client is the KwaZulu Natal Department of Transport Address: 172 Burger Street, Pietermaritzburg 3201 Telephone: 033 355 8600
	The authorised and designated representative of the Client is: Name: Dr K Sibiya
	The address of receipt of communication is: Address: 172 Burger Street, Pietermaritzburg 3201 Facsimile: E-mail: Telephone:
	The contract is for the provision of consulting engineering services for The Upgrade of Main Road 420 (P420) from km 9.000 to km 14.400 in Amajuba District Under the Ladysmith Region.
	The Period of Performance is 42 months plus defect liability period (12 months).
	The Start Date will be date of the last party signing this agreement and terminate 30 months plus defect liability period (12 months) thereafter.
3.4.1	Communication by e-mail / facsimile is not permitted.
3.5	The location for the performance of the Project is P420 (km 9.000 to km 14.400) under the Ladysmith Region.
3.6	The Consulting Engineer may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data
3.12.1	The penalty payable is R 10 000.00 per day subject to a maximum amount of R 3 600 000.00



Clause	Data
3.15.1	The programme shall be submitted within 7 Days of the award of the contract.
3.15.2	The Consulting Engineer shall update the programme at intervals not exceeding 12 Weeks.
4.3.1(d)	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.
5.4.1	The Consulting Engineer is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule.
5.4.1	<p>The Consulting Engineer is required to provide the following insurances:</p> <ol style="list-style-type: none">1. Insurance against Professional Indemnity Cover is: R13 000 000-00 Period of cover: Duration of Contract inclusive of the duration of the Design Review Period as agreed upon during the Design Development Stage.2. Insurance against: Third Party Indemnity Cover is: R10 000 000-00 Period of cover: Duration of Contract3. Insurance against: General Public Indemnity Cover is: R10 000 000-00
5.5	<p>The Consulting Engineer is required to obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none">1. Appointment of sub-consultants for the performance of services2. Appointing Key Persons not listed by name in the Contract Data3. Any other work not as specified in the Scope of Works
7.2	The Consulting Engineer is required to provide personnel in accordance with the provisions of Clause 7.2.1 to Clause 7.2.4 and to complete the Personnel Schedule.
8.1	The Consulting Engineer is to commence the performance of the Services within 30 Days of date that the Contract becomes effective.
8.2.1	Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the contract shall be concluded when the 30 Months plus defect liability period (12 months) contract period has lapsed.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 2 years.
9.1	Copyright of documents prepared for the Project shall be vested with the Client
11.1	A Consulting Engineer may subcontract any work which he has the skill and competency to perform.
12.1	Interim settlement of disputes is to be by adjudication.
12.4	Final settlement is by arbitration.
12.3.3	The adjudicator is the person appointed by the Adjudicators Agreement bound in the Construction Industry Development Board's Adjudication Procedure.



Clause	Data
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator must be nominated by the Kwa-Zulu Natal Society of Advocates.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R10 000 000-00.
13.4	Neither the Client nor the Consulting Engineer is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 3 months from the date of termination or completion of the Contract.
13.6	The provisions of 15.6 do not apply to the Contract
15	The interest rate will be prime overdraft rate plus 2% per annum compounded monthly and calculated from the due date of payment.
	The additional conditions of Contract are as sated in the Scope of Works and Pricing Data.



C1.2.3 DATA PROVIDED BY THE CONSULTING ENGINEER

Clause																							
1	<p>The Consulting Engineer is:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>																						
5.3	<p>The authorised and designated representative of the Consulting Engineer is:</p> <p>Name:</p> <p>The address of receipt of communication is:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>																						
5.5	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"><thead><tr><th>Name</th><th>Specific Duties</th></tr></thead><tbody><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><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 THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(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 CLIENT) of the one part, herein represented by:

.....
in his capacity as:

AND:
(hereinafter called the CONSULTING ENGINEER) of the other part, herein represented by:

in his capacity as:
duly authorised to sign on behalf of the Consulting Engineer.

WHEREAS the CONSULTING ENGINEER is the Mandatary of the CLIENT in consequence of an agreement between the CONSULTING ENGINEER and the CLIENT in respect of:

CONTRACT NO. ZNB02011/00000/00/HOD/INF/23/T: THE PROVISION OF CONSULTING SERVICES FOR THE UPGRADE OF MAIN ROAD 420 (P420) FROM KM 9.000 TO KM 14.400 IN THE AMAJUBA DISTRICT UNDER THE LADYSMITH REGION.

for the construction, completion and maintenance of the works;

AND WHEREAS the CLIENT and the CONSULTING ENGINEER 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 CONSULTING ENGINEER undertakes to acquaint the appropriate officials and employees of the CONSULTING ENGINEER with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONSULTING ENGINEER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the CLIENT have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONSULTING ENGINEER, his officials and employees. The CONSULTING ENGINEER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONSULTING ENGINEER 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 CONSULTING ENGINEER expressly absolves the CLIENT 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 CONSULTING ENGINEER agrees that any duly authorised officials of the CLIENT shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONSULTING ENGINEER 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 CONSULTING ENGINEER, or to take such steps the CLIENT may deem necessary to remedy the default of the CONSULTING ENGINEER at the cost of the CONSULTING ENGINEER.

5. The CONSULTING ENGINEER shall be obliged to report forthwith to the CLIENT 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 **CLIENT**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **CONSULTING ENGINEER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.



PART C2: PRICING DATA

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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 Client 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 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 Client'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 Client shall have instructed.
For each Sum, the Client may instruct equipment, materials or services to be procured by the Service Provider in accordance with the Client'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 Client 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 Client 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 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.
- 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.

C2.2 PRICING SCHEDULE

The pricing schedule make reference to the latest ECSA guidelines.

Note: *The Amount under each ECSA stages will be paid upon completion and acceptance by the Client of each deliverable provided on that specific stage.*

- **PREAMBLE TO THE SCHEDULE OF PRICES**

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

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

NOTE: *All payments by the Client to Consulting Engineers will be made in line with the KwaZulu Natal Department of transport Remuneration Policy Ref. T4/5/3/5 which may be amended from time to time by the Head of Department.*



C2.2.1 SCHEDULE OF PRICES

Item	Description	Unit	Quantity	Rate	Amount (R)
1	Normal Fee Services				
(a)	Percentage Fee based on the cost of works for Road UPGRADE which includes Design Development, Documentation and Procurement, Contract Administration, and Inspection and Close out.	%	R 90 000 000.00		
(b)	Percentage Fee based on the cost of works for Structure / Bridge which includes Inception, Concept and Viability, Design Development, Documentation and Procurement, Contract Administration, and Inspection and Close out.	%	R 20 000 000.00		
TOTAL CARRIED FORWARD TO SUMMARY =					
2	Contract Administration and Monitoring				
(a)	Office/Design Team				
	i) Project Lead (Category B)	Hour	600		
	ii) Lead Design Engineer (Category C)	Hour	48		
	iii) Project Engineer / Technician (Category D)	Hour	960		
	Disbursement for Office Personnel				
(b)	(i) Travel Accommodation	Prov. sum	1	R 229 500.00	R 229 500.00
	(ii) Mark-up on item 2 (b)(i) above for all overheads, charges and profit.	%	R 229 500.00		
	Establishment of supervisory personnel on site				
(c)	Construction Monitoring team				
	i) Employers Agent (Category C)	Month	24		
	ii) Employers Agent Representative (Category D)	Month	24		
	iii) Site Engineer / Technician (Category D)	Month			
	iv) Site Engineer / Technician (Category D)	Month			
	Disbursements for Site Personnel				
(d)	(i) Living Accommodation and Meals	Prov. sum	1	R 672 000.000	R 672 000.00
(e)	(i) Travel Accommodation	Prov. sum	1	R 1 175 040.00	R 1 175 040.00
	(ii) Mark-up on the sum of item 2 (d) and (e) above for all overheads, charges, and profit.	%	R 1 847 040.00		
TOTAL CARRIED FORWARD TO SUMMARY =					



3	General Disbursements				
(a)	Topographical Survey	Prov. sum	1	R 1 320 000.00	R 1 320 000.00
(b)	Geotechnical / Laboratory services	Prov. sum	1	R 1 980 000.00	R 1 980 000.00
(c)	Environmental Impact Assessment	Prov. sum	1	R 990 000.00	R 990 000.00
(d)	Health and Safety Consultant	Prov. sum	1	R 792 000.00	R 792 000.00
(e)	Land Expropriation Consultant	Prov. sum	1	R 330 000.00	R 330 000.00
(f)	Social Facilitation Services	Prov. sum	1	R 264 000.00	R 264 000.00
(g)	Dispute Settlement Services	Prov. sum	1	R 660 000.00	R 660 000.00
(h)	Targeted Training	Prov. sum	1	R3 720 000.00	R3 720 000.00
(i)	Project Liaison Committee	Prov. sum	1	R270 000.00	R270 000.00
(j)	Property Evaluation and Reimbursement	Prov. sum	1	R1 500 000.00	R1 500 000.00
(k)	Traffic Impact Assessments	Prov. sum	1	R660 000.00	R660 000.00
(l)	Maintenance during defect	Prov. sum	1	R660 000.00	R660 000.00
(m)	Mark-up on sum of item 3 above for all overheads, charges and profit.	%	R 13 146 000.00		
TOTAL CARRIED FORWARD TO SUMMARY =					



C2.2.2 SUMMARY OF PRICING SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1	Normal Services (Road + Structures)	
2	Contract Administration and Monitoring	
3	General Disbursements	
SUBTOTAL 1 =		
10 % CONTIGENCIES =		
SUBTOTAL 2 =		
15 % VAT =		
TOTAL (Carried forward to form of offer) =		

SIGNED BY TENDERER:

C3 SCOPE OF WORKS

C3.1 GENERAL REQUIREMENTS

C3.1.1 Scope

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

NB! The scope for this project is defined as follows:

The Project is: The Construction of Main Road 420 from kilometre 9.000 to kilometre 14.400 in the Ladysmith Region, The Professional Service Provider is required to render professional service as per below:

From km 9+000 to km 14+400 the project requires all IDMS stages as outlined on the FIDPM policy and the KwaZulu Natal Department of Transport IDPM Policy, 2020.

C3.1.2 Location of the Project

The proposed project is located on the eMadlangeni Local Municipality KZ253 and Dannhauser Local Municipality KZ254 under the Amajuba District Municipality DC25 in the Ladysmith Region. A locality plan is available on GIS and site coordinates are provided in this document under Part C6 – SITE INFORMATION.

C3.1.3 Description of the Project

The envisioned scope of the works has been established through the Road Asset Management Plan (RAMP). The service provider shall be required to provide professional consulting services relating to the design review and supervision of the construction of **The Upgrade of Main Road 420 from km 9.000 to km 14.400 in the Ladysmith Region.**

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

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

1. STAGE 1: Initiation or Prefeasibility Report

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

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

2. STAGE 2: Concept or Feasibility Report

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

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

3. STAGE 3: Design Development Report

This stage includes the following phases

- Concept
- Preliminary
- Detailed design

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

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

4. STAGE 4: Design Documentation Report

This stage includes the following

- a. Tender Documentation.
- b. Technical Report

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

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

5. STAGE 5: Contract Administration and Inspection

This stage is works stage which includes but not limited to Construction monitoring and deliverable is Completed works which are capable of being occupied or used by public road users.

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

6. STAGE 6: Handover

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

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

7. STAGE 7: Close-Out

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

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

8. Additional duties, Special Services and Specialist Advice.

- a. Survey
- b. Geotechnical/ Laboratories Services
- c. Environmental Consultant
- d. Health and safety Consultant
- e. Supervision

9. 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

The scope of works will also involve the following:

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

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

C3.1.4 Determination of Remuneration

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

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

a) Fee determination

The determination of fees will be based on different construction work types, i.e. road works, structures and other works. The estimated cost of construction for each work type is provided by the Client.

This cost of works is a forecasted estimate escalated to the planned commencement date of the works contract (excluding contingencies, CPA during the construction period and VAT). Where a full service is not required, or the commencement date of the works contract is unknown the forecasted cost of the works will be escalated to the completion date of the service.

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

Table C3.1.4(a): Remuneration payable

Section	Stage	Road Works, Structures, Other



C3.2	Stage 1: initiation or Prefeasibility Report	Fee based
C3.3	Stage 2: Concept or Feasibility Report	Fee based
C3.4	Stage 3 Design Development Report	Fee based
C3.5	Stage 4: Design Documentation Report	Fee based
C3.6	Stage 5: Contract Administration and Inspection	Fee based
C3.7	Stage 6: Handover and Closeout Report	Fee based
C3.8	Additional Duties, Special Services and Specialist Advice	Any reimbursable expenditure
C3.9	Disbursement Services	Any reimbursable expenditure

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

Type of Service	Initiation or Prefeasibility	Concept/ Feasibility	Design Development:	Design Documentation	Contract Administration,	Handover / Close out	Total
Road Upgrade/Rehabilitation	5%	25%	25%	15%	25%	5%	100%
Structures	5%	25%	30%	10%	25%	5%	100%

For major capital projects > R350 million a gateway review is required, In terms of Sections 38 and 51 of the PFMA.

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

C3.1.5 Client's Cost Estimate

The estimated costs of the different construction work types with a construction start date of 01 October 2024 are provided below:

Upgrade Road Works	R 112 500 000.00
Structures (bridges and other major structures)	R 25 000 000.00

Estimate Total project value (excluding contingencies and VAT) **R 137 500 000 00**

The sum of the estimated costs of the relevant work types (including pro-rata of Contractor's Site Establishment and General Obligations) forms the basis on which the Service Provider shall tender his fee to cover all his costs to develop the detailed design including training. Project assessment costs and production of tender documentation including evaluation of tenders received are not considered to contribute to the development of the design and are separately billed. The final cost of the Works will, however, depend on the strategy selected by the Client based on the most appropriate and cost-effective

options identified by the Service Provider during the project assessment and design phases. Scope of work changes may cause an increase or decrease in the fee offered to produce the design.

C3.1.6 Standards, Manuals and Guideline Documents

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

- TMH 3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Service
- TMH 8: Traffic and Axle Load Monitoring Procedures
- TMH 9: (Standard Visual Assessment Manual for Pavements)
- TMH 13: Network Level Pavement Surveillance Measurements
- TMH 14: South African Standard Automatic Traffic Data Collection Formats
- TMH 16: South African Traffic Impact and Site Traffic Assessment Manual
- TMH 17: South African Trip Data Manual
- TMH 19: Manual for the Visual Assessment of Road Structures
- Draft TMH 11: Standard Survey Methods
- TRH 3: Design and Construction of Surfacing Seals
- TRH 4: Structural Design for Flexible Pavements
- TRH 8: Design and Use of Hot Mix Asphalts in Pavements
- TRH 17:
- TRH 26: South African Road Classification and Access Management Manual
- SANRAL's Drainage Manual
- The Highway Capacity Manual
- South African Pavement Engineering Manual (SAPEM)
- South African Road Safety Audit Manual (SARSAM)
- Current industry best practice
- Standard Specifications for Road and Bridge Works: COTO; 2020 or as amended
- The Client's relevant proforma documentation for services, sub-services, evaluations, etc.
- Any other relevant TMH, TRH or other design manual with standards as accepted by the Client as applicable to this project.

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

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

C3.1.7 Stakeholder and Community Liaison and Social Facilitation

- a) Purpose:
To give effect to the need for transparency and inclusion in the process of delivering services, the Service Provider shall liaise with the project Stakeholders and affected Communities for the duration of the contract's life cycle. This shall be achieved through structured engagement with the PLC which was established for this purpose.
- b) Stakeholders:
Any Stakeholder who is affected by the Client's operations in the Target Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:
 - a) Provincial departments.

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

The project is located within **eMadlangeni and Dannhauser Local** Municipalities under **Amajuba District** Municipality.

- c) Target Area for the sourcing of labour for Construction Contract
The target area for the sourcing of labour only needs to be defined in consultation with the Project Liaison Committee (PLC) and may typically include:
 - (i) One or more Wards that are wholly located in the area within a predefined radius of the construction activity,
 - (ii) Radius agreed upon on the stakeholder engagement through PLC Meeting(s).
- d) Designated Group for sub-contracting
Unless otherwise permissible in terms of the KZN Department of Transport Interim preferential procurement policy January 2023, it is the groups used to define Targeted Labour and the ownership and/or control of Targeted Enterprises and shall be restricted to:
 - (i) Black designated groups as defined in the Codes of Good Practice issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
 - (ii) Black people as defined in Section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003).
 - (iii) Black people who are women and who are South African citizens.
 - (iv) Black people who are youth as defined in Section 1 of the National Youth Development Agency Act, 2008 (Act 54 of 2008).
 - (v) Black people who are people with disabilities as defined in Section 1 of the Employment Equity Act, 1998 (Act 55 of 1998)
 - (vi) Black people who are military veterans as defined in Section 1 of the Military Veterans Act, 2011 (Act 18 of 2011).
 - (vii) Black people who are living in rural or under-developed areas or townships.
 - (viii) Small enterprises as defined in Section 1 of the National Small Enterprise Act, 1996 (Act 102 of 1996);
 - (ix) Exempted Micro Enterprises (EMEs) as defined in terms of the Code of Good Practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), with an annual turnover of R10 million or less (Construction Sector Amended Codes of Good Practice); and
 - (x) Qualifying Small Enterprises (QSEs) as defined in terms of the Code of Good Practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003), with an annual turnover of R10 million and R50 million (Construction Sector Amended Codes of Good Practice).

e) **Project Liaison Committee (PLC)**

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

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

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

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

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

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

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

f) **Social Facilitator**

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

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

C3.1.8 Permits and Authorisations

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

C3.1.9 Project Programme

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

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

Table 3.1.9: Project Programme

	Project Stage/Phase	Stage/Phase Completion Date
A	Submission of draft Prefeasibility Report	
B	Submission of draft Feasibility Report	
C	Submission of draft Preliminary Design Report	



D	Submission of Gateway Review Report (if applicable)	
E	Submission of Road Safety Audit Report: Stage 1 Feasibility and Preliminary Design	
F	Submission of draft Detailed Design Report including Structures, Drainage & Geotechnical Reports	
G	Submission of Road Safety Audit Report: Stage 3: Detail Design	
H	Submission of design information to Legal Section (KZN DoT) for land acquisition purposes	
I	Submission of Basic Assessment Report or full EIA report	
J	Submission of WULA to approving authority	
K	Submission of EMP's to approving authority	
L	Submission of Draft Tender Documents for the Works and final Detailed Design Reports	
M	Tender Advertisement	
N	Submission of Final Tender Documents for the Works	
O	Clarification Meeting	
P	Tender Closure	
Q	Submission of Tender Evaluation Report	
R	Access to the site/ Handover	
S	Submission of draft Contract Report & as-built data	Within 3 months of issue of Certificate of Completion for the Works
T	Submission of final Contract Reports and as-built data	Within 1 month of issue of Final Approval Certificate for the Works

C3.1.10 Penalties and Delays

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

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

C3.1.11 Personnel Requirements

a) Key persons

The Service Provider's key persons listed under item C1.3.2 Data Provided by the Consulting Engineer on clause 9.1.1 become a contractual commitment upon award. However, the Client recognises that key persons may for, some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval but does not require a Works

Authorisation to be submitted. Replacement personnel shall be of same or better competence and experience as those initially accepted. The tenderer must list proposed key personnel for the prescribed positions in the core team in the table provided on the returnable schedule on the Tender Section page T64. The tenderer must provide the key personnel based on his/her past experience on similar projects and in line with the project scope of Works.

b) Assistants to Key Persons and Additional Required Resources

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

c) Minimum requirements

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

Minimum Requirements

Key personnel capacity requirements

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Other Requirements
Lead Design Engineer	Pr Eng or Pr Tech Eng	6	
Project Lead	SACPCMP or Pr. Eng/Pr Tech Eng/Pr Techni	6	
Employers Agent Representative (EAR)	Pr Eng or Pr Tech Eng	3	
Employers Agent	Pr Eng or Pr Tech Eng	6	

Sub-service provider capacity requirements

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Other Requirements
Surveyor	Registered Professional Surveyors, Technologist Surveyors, Technician	5	Member of SAGC
Engineering Geologist	Pr Sci.Nat	5	SAIEG
Environmental Practitioner	Refer to sub-service procurement document		
OHS Specialist	Design Phase: SACPCMP registration as a Professional Construction HSE Agent Phase: SACPCMP registration as a Professional Construction HSE Agent or Manager	As required by SACPCMP	
Road Safety Audit Team Leader	Pr Techni Eng	7	Road safety course (5 CPD)



Position	Minimum Qualification/Registration	Minimum Relevant Experience (years)	Other Requirements
			Minimum 2 (two) audits within 3 (three) years
Senior Materials Technician	National Diploma in civil engineering	10	
	Pr Techni Eng	5	
Materials Technician	None specified	10	
	National Diploma in civil engineering	5	
	Pr Techni Eng	2	

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

e) Personnel Category Definitions

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

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

shall be required to be registered as a candidate in their relevant categories as permitted by ECSA. Proof of registration to be attached.

C3.1.12 Meetings and Liaisons

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

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. The Service Provider shall submit draft minutes to the Client for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

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

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

i) Project hand-over meeting

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

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

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

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

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

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

ii) Progress meetings

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

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

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

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

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

iii) Gateway Review meetings

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

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

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

b) Other project related meetings

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

ii) Project Liaison Committee (PLC) meeting

The PLC will meet on an ad-hoc basis during the Design Stage of the project to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Client, and the Service Provider. The PLC will meet prior to the monthly site meetings or as may be required from time to time during the Construction Phase to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Client and the Service Provider.

iii) Works Contract Hand-over meeting

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

C3.1.13 Risk Management

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

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

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

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

C3.1.14 Document Management

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

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

C3.1.15 Management of Drawings

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

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

C3.1.16 Safety

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

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may lead to

incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

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

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

a) Project Specific Requirements

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

i) Baseline Risk Assessment for Design Phase

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

ii) Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site
- Site establishment including:
 - Office(s)
 - Secure/safe storage for materials, plant and equipment
 - Ablutions

-
- Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Temporary fuel storage, where applicable
 - Laboratory establishment, where applicable (Client responsibility)
 - Location of existing services, e.g. Telecommunications, electrical supply and similar
 - Installation and maintenance of temporary construction electrical supply, lighting and equipment
 - Adjacent land uses/surrounding property exposures
 - Boundary and access control/public liability exposures (NB: The Client is also responsible for the OH&S of non-employees affected by his/her work activities)
 - Health risks arising from neighbouring as well as own activities and from the environment, e.g. threats by dogs, bees, snakes, lightning, etc.
 - Exposure to a water environment
 - Exposure to noise
 - Exposure to vibration
 - Protection against dehydration and heat exhaustion
 - Protection from wet and cold conditions
 - Hazardous Biological Agents that could lead to epidemics and pandemics
 - Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
 - Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
 - Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trenches
 - Loading and off-loading of trucks
 - Aggregate/sand and other materials delivery
 - Manual and mechanical handling
 - Lifting and lowering operations
 - Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Grader
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
 - Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
 - Layering and bedding
 - Installation of pipes in trenches
 - Pressure testing of pipelines
 - Backfilling of trenches
 - Protection against flooding

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- Gabion work
 - Use of explosives
 - Protection from overhead power lines (High and low)
 - Work adjacent or in proximity of railway lines
 - Work adjacent or in proximity of traffic
 - Working at heights
 - Working in confined spaces – tunnelling
 - Formwork and support work (temporary works) including scaffolding
 - Demolition work, where applicable
 - Bulk mixing plant, where applicable
 - Environmental impacts such as pollution of water, air or soil

b) Design Phase

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

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

c) Construction Phase

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

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

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

d) Health related Epidemics and Pandemics

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

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

e) General Occupational Health and Safety Provisions

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

C3.1.17 Procedure for Procurement of sub-Service Providers

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

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

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

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

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

C3.1.18 Participation of Targeted Enterprise(s)

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

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

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

-
- Close out

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

C3.1.19 Training

- a) Client's trainees

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

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

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

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

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

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

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

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

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

C3.1.22 Economic Feasibility Analysis

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

C3.1.23 Communication Management

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

C3.1.24 Services

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

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

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

1. Normal Fee Services

1.1 PROJECT INITIATION STAGE

1.1.1 Scope

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

1.1.2 Assessment in Phases

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

Assessment requirements are summarised below and expanded in the following paragraphs.

- Assist in developing a clear project brief.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Advise on criteria specific to own scope of work that could influence the project life cycle
- cost significantly.
- Review and analyse information gathered
- Conduct visual assessment of the road
- Identify statutory and regulatory requirements
- Evaluate risk that the project presents to the Client
- Other criteria

- a) Traffic assessment

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

b) Structures assessment

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

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

1.1.3 Identification of Statutory and Regulatory Controls

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

The following aspects must be dealt with at this point:

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

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

1.1.4 Other Authorities and Stakeholders

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

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

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

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

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

1.1.5 Project Initiation Report

A project report shall be submitted for discussion at the progress meeting. The Service Provider shall, using the findings of the Initial Assessment already conducted, identify problem areas and provide comprehensive evidence that their underlying cause is understood and propose appropriate corrective or reparative remedies. These proposals will accompany others for multiple design methodologies that are considered

appropriate to the project including identification of their respective technical inputs. All proposals shall be discussed with the Client. At least 2 (three) different methodologies must be proposed in the assessment report in cases where a Concept and/or Preliminary Design is not required so that the Client is presented with an array of design options from which to make decisions for progression to Detail Design.

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

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

1.2 CONCEPT AND VIABILITY

1.2.1 Scope

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

1.2.2 Investigations, Sampling and Testing

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

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

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

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

1.2.3 Survey Services

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

a) Procurement of the survey sub-service

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

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

1.2.4 Traffic Studies Services

All traffic monitoring requirements must be identified by the Service Provider as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH3:

Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services and TMH14: South African Standard Traffic Data Collection Format in order to ensure that the traffic monitoring deliverables will conform to the Service Provider's requirements.

a) **Procurement of the traffic monitoring Service Provider**

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

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

1.2.5 Environmental sub-service

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

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

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

1.2.6 Geotechnical and Drilling Services

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

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

The Service Provider's geotechnical engineer shall be responsible for reviewing the results of the investigations and confirming its acceptance. The geotechnical engineer will be involved in the planning, procurement and managing of the sub-contract. The geotechnical engineer will be responsible for the acceptance of data collected during the investigation including amongst others, test pit profiles,

laboratory test, etc. and the production of a factual geotechnical report. In addition, the geotechnical engineer will be responsible for an interpretive geotechnical report as well as a design geotechnical report required for fulfilling the design. The geotechnical engineer shall be involved during the construction phase in accordance with his/her obligation with regard to professional responsibilities

1.2.7 Pavement Investigation and Sampling

a) Test pits

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

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

b) Transport of samples to laboratory

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

c) Laboratory testing

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

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

1.3 DESIGN DEVELOPMENT STAGE

1.3.1 Scope

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

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

1.3.2 Preliminary Design

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

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

methodologies so that the Client is presented with an array of design options from which to make decisions for progression to detailed design.

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

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

1.3.3 Detailed Design

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

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

- i. Provide a programme for documentation and implementation of the works;
- ii. Include a baseline risk assessment and a health and safety specification;
- iii. Include an operations and maintenance support plan over the service life;
- iv. Establish the feasibility of satisfying the original scope of works within the original budget, and if not, motivate a revised scope and/or budget;
- v. Include a technology (alternatives) options assessment;
- vi. Include a regulatory due diligence (compliance with various regulations and required statutory permissions impacting this project);
- vii. Advise the Client as to the necessity for setting out or staking out the works, establishment of construction beacons;

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

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

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

1.3.4 OHS Requirements

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

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

1.3.5 Environmental Requirements

Throughout the development of the project design the Service Provider shall liaise closely with the appointed EAP as he/she performs the environmental subservice. It is desirable that the EAP accompanies the Service Provider to the regular progress meetings to ensure accurate reporting on the state of the application for environmental approvals. The compilation of the various Environmental Management Programmes (EMPrs) that the respective relevant authorities require shall be modelled on the Client's

standard Environmental Management Plan with as little deviation from it as possible. Any adaptation or change shall be reported to the Client for approval and later incorporation into the contract document.

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

1.3.6 Land Requirements

a) Property Report

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

1.3.7 Road Safety Audit

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

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

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

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

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

Road Safety Audits	New Projects	Upgrading Projects
		Road and Bridges
Stage 1: Feasibility / Preliminary Design (As defined in Clause C3.4.5 Concept Design and C3.4.6 Preliminary Design)	Optional	Optional
Stage 2: Preliminary Design (As defined in Clause C3.4.6 Preliminary Design) / Draft Design (As defined in SARSAM)	Yes	Yes
Stage 3: Detail Design, Including	Optional	Optional

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

1.3.8 Project Cost and Feasibility

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

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

1.3.9 Project Programme and Constructability

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

The programme shall include the following:

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

Throughout the development of the project design the Service Provider shall consider the constructability of the design which shall also be reflected in the programme. Typical aspects and/or constraints that should be considered (but not limited to) are traffic volumes, time of day/year, work space, weather, safety, environmental issues and land acquisition issues.

1.3.10 Detailed Design Report

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

- Deviations from standards, e.g. geometric, drainage, road classification, structures, etc.
- Geometric and capacity improvements
- Existing versus proposed X-section
- X-section development strategy – 20 years
- Intersection/interchange improvements

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- Outcome of interaction with stakeholders
 - Relocation of services
 - Existing pavement condition and accepted pavement design
 - Materials utilisation
 - Geotechnical improvements
 - Road furniture improvements
 - Additional land requirements
 - Drainage improvements
 - New structures and any capacity improvements to existing structures (which includes bridges, major culverts, lesser culverts, walls, gantries, light masts and buildings)
 - Comprehensive report on Land Acquisition

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

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

1.4 DESIGN DOCUMENTATION

1.4.1 Scope

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

1.4.2 Tender Documentation

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

- General Conditions of Contract for Construction Works, Third Edition (2015)** issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2015' – 'GCC 2015'). This document is obtainable separately and Tenderers shall obtain their own copy
- The conditions of tender are the standard conditions of tender contained in Annex C of the Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts, published in Government Gazette No. 42622 dated 8 August 2019
- COTO Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020 edition**. This document is obtainable separately and Tenderers shall obtain their own copy.
- The Project Document, which includes Conditions of Tender, Particular Conditions of Contract, Scope of Works and Forms, all in accordance with the Client's standard proforma document.

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

1.4.3 Compilation of Final Tender Document

The Service Provider shall adhere to the following process:

- Compile and submit all relevant draft tender documentation for the purpose of discussion with the Client.
- Following to discussion of the draft documentation, the Service Provider shall:

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- compile final documents incorporating all the amendments arising therefrom the discussion;
 - deliver the CD's/DVD's and paper copies to the Client's office before the tender document availability date specified in the Tender Notice and Invitation to Tender.

1.4.4 Tender Advertisement

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

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

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

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

1.4.5 Tender Period

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

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

1.4.6 Tender Opening and Tender Evaluation

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

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

- Conduct the technical and financial analysis and risk assessment of postulated tender as well as alternative tenders.

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

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

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

1.4.7 Alternative Tenders

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

1.4.8 Contract Documents for the Works

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

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

1.5 ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

1.5.1 Scope

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

1.5.2 Administration and Monitoring

a) Fulfilling the functions of the Engineer

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

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

- i) Conduct meetings with affected communities and relevant forums, if necessary, to establish communication channels and to determine issues impacting on the construction phase.
- ii) Appointment of suitable, able and competent site staff, together with the administration of such staff (including those of any independent Service Provider/s as approved).
- iii) Arranging and attending monthly technical and site meetings and keeping minutes of such meetings.
- iv) Making arrangements on behalf of the Client for the provision and reproduction of such drawings and documents as may be required by the contractor and site staff for the execution of the works.

- v) Fulfilling all functions and obligations stated or implied for the Engineer, and delegated to the Engineer's Representative, in the Client's Particular Conditions of Contract, Standard Specifications or Scope of Works or any other document applicable to the control and administration of a works contract.
- vi) Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.
- vii) Advising the Client regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- viii) Ensure regular inspections by the design specialists for all work on the project.
- ix) Approve all materials and ensure compliance of materials mix designs to the specifications.
- x) Actively manage, report and assist the Contractor on training, development and empowerment programmes committed to by the Contractor in relation to his tendered Contract Participation Goals. Reporting and signing off on monthly basis the mentorship programme for Targeted Enterprises provided by the Contractor and ensuring that all needs of the Targeted Enterprises are recorded monthly and dealt with as the need arises. The monthly report shall be agreed with the Targeted Enterprises which shall also be signed by each Targeted Enterprise undergoing mentorship.
- xi) Monitor and report on conformance to all relevant Occupational Health and Safety legislation including regular internal audits to be conducted by the Service Provider's nominated specialist, arrangement for visits by the designer at identified critical phases of construction and recording/reporting of Section 24 incidents.
- xii) Monitor and report on conformance to all relevant Environmental legislation and requirements.
- xiii) Review and analyse claims and/or disputes or differences that may arise between the Client and Contractor. Present to the Client the Engineer's review and analysis for discussion and consultation before the Engineer's decision is made known to the Parties. All duties with regard to disputes will be paid for under Additional duties.
- xiv) Issuing works authorisations, as agreed with and approved by the Client.
- xv) Provide the Client with progress, monthly materials and laboratory and other reports on all aspects of material importance regarding the Works.
- xvi) Identification of risks to the Client under the Works Contract, as well as communicating mitigations measures to the Client.
- xvii) Provide the Client within 3 months of issuing the Completion Certificate of the works with such draft construction reports, materials as-built records, as-built plans in PDF format and all other documents normally associated with contract administration. The final reports/records shall be provided within 1 month of the issue of the Final Approval Certificate for the Works contract.
- xviii) Certain construction monitoring duties may be delegated to the Engineer's representative (RE).
- xix) Receive the contractor's proposed programme, analyse it, comment on it and when found acceptable write to the contractor stating that the programme is acceptable.
- xx) Declare structures (bridges, culverts, roads, sections of roads, etc.) safe for use in writing, before it is opened for public use.

b) Head office administration

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

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

c) Occupational Health and Safety obligations

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

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have "in-house" capacity to undertake such duties, an external recognized specialist shall be appointed. **This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent or a Construction Health and Safety Manager.** Provision for payment for all OH&S obligations during the construction phase has been included in the Pricing Schedule.

d) Monthly Technical and Site Meetings

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

e) Compilation of monthly materials and laboratory report

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

f) Site visits by Design Engineer

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

g) Assistance at clarification meeting, tender period and tender evaluation of sub-contract packages

The Service Provider shall be required to assist the contractor with regards to the procurement of sub-contractors to comply with Part G of the Construction Contract.

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

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

- i) Work in a close relationship with the laboratory including having regular discussions with the laboratory manager about the condition, progress and standard of the laboratory;
- ii) Conduct regular laboratory inspections and report and draft report;
- iii) Act as liaison between the Engineer's Representative and the laboratory;

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

1.5.3 Establishment of supervisory personnel on site

a) Supervisory team

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

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

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

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

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

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

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

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

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

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

The Client shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Client, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Client, on reasonable grounds, to be undesirable.

b) Site Accommodation

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

c) Establishment of site office

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

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

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

1.5.4 Monitoring of the Works Contract

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

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

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

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

1.5.5 Transport for site supervisory staff and additional services

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

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

The vehicle type for all supervisory staff shall be limited to a Category A and B with a 2500 Engine Volume cc in accordance with the table below, except for the surveyor, who shall be limited to over

2501 Engine Volume cc. In exceptional cases the Client may consider a different category vehicle and/or engine volume.

A Provisional Sum has been allowed in the Pricing Schedule for this purpose and should be less than or equal to **kilometres/month**, however the kilometre rate for all travel in excess of 2400 kilometres per vehicle per calendar month shall be reduced and paid for at 25% of the rate.

Vehicle Classes

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

1.5.6 Community Liaison Officer (CLO)

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

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

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

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the Client with communication between them and the community;

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- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
 - (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
 - (iv) assist in the identification and screening of local labour from the community in accordance with the contractor's requirements;
 - (v) inform local labour of their conditions of employment, including their period of employment;
 - (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
 - (vi) attend all meetings at which the community and/or local labour are present or are required to be represented;
 - (vii) attend monthly site meetings to report on community and local labour matters;
 - (viii) keep a daily written record of interviews and community liaison;
 - (ix) submit monthly returns regarding community liaison; and
 - (x) carry out all such other duties as agreed upon between all parties concerned.

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

1.6 CLOSE OUT

1.6.1 Scope

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

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

1.6.2 Routine Maintenance During Defect Period

The Service Provider shall render services where the Contractor has been appointed by the Employer as part of the contract to carry out routine maintenance activities over the newly constructed section of the road during the defects liability period, the consultant will be required to review the identified maintenance activities which are deemed to be required timely by the Contractor and shall give written approval after discussing and receiving written letter from the Employer for approval before Contractor undertakes the work. This routine maintenance responsibility shall include only the maintenance of the newly constructed road, and shall include maintenance of road furniture, fixtures and the like and shall typically comprise of grass cutting, the clearing and maintenance of drainage systems, repair of guardrails, repair of signs, replacement of road studs and road marking.

This routine maintenance shall exclude any repairs of defects in the works. Repairs of defects in the works shall remain the responsibility of the Contractor as per the contractual obligations.

1.6.3 Final Approval Certificate

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



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

1.6.4 Construction records (As-builts) and Contract report(s)

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

1.6.5 Final Payment Certificate

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

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

1.6.6 Extended Guarantees

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

PART C4. MEASUREMENT AND PAYMENT

Item	Unit
1. Normal Fee Services	
(a) Percentage Fee based on the cost of works for Road UPGRADE which includes Inception, Concept and Viability, Design Development, Documentation and Procurement, Contract Administration and Inspection and Close out.	Percentage (%)
<p>The item amount will be determined by multiplying the estimated cost of construction provided by the Client to the percentage offered by the professional consultant engineering service provide. The estimated cost of construction will be adjusted at award of contractor and again at final completion of works where it is will be the actual cost of works.</p> <p>Payment under item 1. Normal Fee Service will be done in 6 stages which are Inception (5%), Concept and Viability (25%), Design Development (25%), Documentation and Procurement (15%), Contract Administration and Inspection (25%) and Close out (5%). The percentage allocation is per the ECSA Guideline Professional Fees.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Payment for Contract Administration and Inspection shall be paid in segments, based on the cumulative percentage of construction work carried out on site.</p> <p>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.</p> <p>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.</p>	
(b) Percentage Fee based on the cost of works for Structure / Bridges which includes Inception, Concept and Viability, Design Development, Documentation and Procurement, Contract Administration and Inspection and Close out.	Percentage (%)
<p>The item amount will be determined by multiplying the estimated cost of construction provided by the Client to the percentage offered by the professional consultant engineering service provide. The estimated cost of construction will be adjusted at award of contractor and again at final completion of works where it is will be the actual cost of works.</p>	



Payment under **item 1. Normal Fee Service** will be done in 6 stages which are **Inception (5%), Concept and Viability (25%), Design Development (30%), Documentation and Procurement (10%), Contract Administration and Inspection (25%) and Close out (5%)**. 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.

Item	Unit
2. Administration and Monitoring	
(a) Office/ Design Team	
i) Project Lead (Category B)	Hour (Hr)
ii) Lead Design Engineer (Category C)	Hour (Hr)
iii) Project Engineer/ Technician (Category D)	Hour (Hr)
(b) (i) Office Team Travel Accommodation	Provisional Sum (P Sum)
(ii) Mark-up on item 2(b)(i) above,	Percentage (%)
(c) Construction Monitoring Team	
i) Employers Agent Representative (Category C)	Month (M)
ii) Assistant Employers Agent Representative (Category D)	Month (M)
iii) Site Engineer/ Technician (Category D)	Month (M)
iv) Site Engineer/ Technician (Category D)	Month (M)
(d) Site Team Living Accommodation and Meals	Provisional Sum (P Sum)
(e) Site Team Travel Accommodation	Provisional Sum (P Sum)
(f) Mark-up in respect of the sum of item (d) and (e) above,	Percentage (%)

Under **item 2. (a) Office/ Design Team**, a Category B personal is regarded as the Project Lead Engineer / Employers Agent and a Category D shall be his / her assistant for all project related matters. The unit of measure will be hour and a maximum of 42 hours per month for a Category B can be claimed against the client while a maximum of 20 hours per month for a Category D. A Category B can only be committed to a

maximum of 4 projects at a time while a Category D can be committed to a maximum of 8 projects at a time. Time sheets signed by the employee claiming and his / her supervisor shall be attached to every payment certificate as proof when claiming under this item. Category B and Category D should be persons with the characteristics listed under Clause 4.5 Time Based Fees, of the ECSA – rates as per Gazette 34875 Board Notice 206 of 2011 of the Engineering Profession Act, 2000, (Act No.46 of 2000).

A provisional sum under **item 2 (b) Office Team Travel Accommodation** has been allowed for meals and mileage for all project related matters. A Maximum of 1750 kilometers can be claimed per site staff per month at a rate per kilometer published by the Republic of South Africa, National Department of Transport under Private Rates which is updated from time to time. The maximum rate applicable shall be for vehicles up to and not greater than 2 500cc. For meals, R110 can be claimed for breakfast and R160 for lunch for site travels per day per person. Approved travel logs and meal receipts should be attached as proof to the payment certificated when claiming under this item.

Item 2. (c) Construction Monitoring Team, a Category C personal is regarded as the Resident Engineer / Employer's Agent Representative and all the other Category D personal under this item will be his / her assistances for all project related matters. The unit of measure shall be month. Time sheets signed by the employee claiming and his / her supervisor shall be attached to every payment certificate as proof when claiming under this item. Category C and Category D should be persons with the characteristics listed under Clause 4.5 Time Based Fees, of the ECSA – rates as per Gazette 34875 Board Notice 206 of 2011 of the Engineering Profession Act, 2000, (Act No.46 of 2000).

A provisional sum under **item 2. (d) Site Team Living Accommodation and Meals and (e) Site Team Travel Accommodation** has be allowed for living accommodation, meals and mileage for all project related matters. A maximum of R7000 per month has been allocated per site staff for meals and living accommodation. A Maximum of 2400 kilometers can be claimed per site staff per month at a rate per kilometer published by the Republic of South Africa, National Department of Transport under Private Rates which is updated from time to time. The maximum rate applicable shall be for vehicles up to and not greater than 2 500cc. Approved travel logs, living accommodation receipts and meal receipts should be attached as proof to the payment certificated when claiming under this item. The living accommodation must not exceed 60 kilometers from the site.

Item 2 (f) - is a mark-up percentage for the total of (d) and (e) above for all overheads, charges, and profits in respect to handling of services.

Item	Unit
3. General Disbursements	
(a) Survey	Provisional Sum (P Sum)
(b) Geotechnical / Laboratory Services	Provisional Sum (P Sum)
(c) Environmental Consultant	Provisional Sum (P Sum)
(d) Health and Safety Consultant	Provisional Sum (P Sum)
(e) Land Expropriation Consultant	Provisional Sum (P Sum)

(f) Social Facilitation Services	Provisional Sum (P Sum)
(g) Dispute Settlement Services	Provisional Sum (P Sum)
(h) Targeted Training	Provisional Sum (P Sum)
(i) Project Liaison Committee	Provisional Sum (P Sum)
(j) Property Evaluation and Reimbursement	Provisional Sum (P Sum)
(k) Traffic Impact Assessment	Provisional Sum (P Sum)
(l) Maintenance during defect	Provisional Sum (P Sum)
(l) Mark-up on the sub of item 3 for all overheads, charges and profit	Percentage (%)

The provisional sum under Item 3. (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k) will be utilised to assist the Engineering Professional Service Provider for services they cannot provide in fulfilling their duties. The utilisation of these disbursements requires pre-approval from the Client.

Item (a) Topographical Survey is an item set aside for conducting a Digital Terrain Model (DTM), Traffic counts and assessments, mechanical pavement assessments (Falling Weight Deflection, International Roughness Index and Rutting). Any addition survey required by the appointed service provided requires pre-approval from the Client as mention above.

Item 3. (b) Geotechnical / Laboratory Services shall be utilized for conducting geotechnical testing, slope investigations, foundation investigation, pavement investigation, material testing during design, construction and after.

Item 3. (c) Environmental Impact Assessment shall be utilized for environmental related issues which includes, conducting risk assessments, providing mitigation measures in avoiding the risk, providing a solution when an environmental incident has taken place, conducting regular site audits, assisting in the application of permits etc.

Item 3. (d) Health and Safety Consultant shall be utilized for Health and Safety related issues which includes, conducting risk assessments, providing mitigation measures in avoiding the risk, providing a solution when an environmental incident has taken place, conducting regular site audits, assisting in the application of permits etc.

Item 3. (e) Land Expropriation Consultant shall be utilized to conduct legal processes pertaining to land expropriation, survey the land required, evaluate the land in terms of value and benefit towards the department, negotiate with the land owner and assist in the procurement processes of the land required. **Consultation and approval with the KZN DOT is required before utilizing this item.**

Item 3. (f) Social Facilitation Services shall be utilized to oversee KZN DOT community and economic development programs are implement in a lawful manner, equally and as prescribed by the KZN DOT. The services shall also be utilized for mediation purposes between the department and the affected party.



Item 3. (g) Dispute Settlement Services shall be utilized to resolve matters on behalf of the KZN DOT to acquiring a third party, members of the adjudication board, resources to take the matter to arbitration or court should there be any contractual dispute between the contractor and the KZN DOT.

Item 3. (h) Targeted Training is an item set aside for Contract Skills Development Goal (CSDG) which is further elaborated under the Standard for Developing Skills Through Infrastructure Contracts document published by the Construction Industry Development Board (CIDB). The method of achieving the contract skills development goal is to be approved by the KwaZulu Natal Department of Transport. The four methods are described in the Terms of Reference. In addition, this item is to be utilised for any other training required and requested by the KwaZulu-Natal Department of Transport. The targeted hours are calculated as follows:

$$Hr = (C_A / 1000000) \times 150$$

Where:

Hr is the hours required for Contract Skills Development Goal

C_A is the contract amount which is the Contract Price (excluding value added tax)

In the event that the Professional Engineering Service Provider fails to substantiate reasons of not achieving the Contract Skills Development Goal (CSDG) to the KwaZulu-Natal Department of Transport, the Professional Engineering Service provider will be charged a financial penalty calculated as follows:

$$P = 0.05 \times [(Hr - Hr_0) / Hr] \times C_A$$

Where:

P is the monetary value of penalty payable

Hr is Targeted hours for CSDG

Hr₀ is Achieved hours for CSDG

C_A is the contract amount which is the Contract Price (excluding value added tax)

Item 3. (i) Project Liaison Committee shall be utilized for the payment of PLC member stipends as listed in the latest PLC Guideline Document, provide additional security in the PLC meeting if required and for refreshments served in the PLC Meeting.

Item 3. (j) Property Evaluation and Reimbursement shall be utilized for payment before, during and after construction of any damage to property that's not owned by the KZN DOT, that is the results of the KZN DOTs fault. Proper legal, evaluation and negotiation process need to be followed before utilizing this item service provide should keep records of the before and after pictures for further evaluation, failure shall result in amount claimable from PSP. **Consultation and approval with the KZN DOT is required before utilizing this item.**

Item 3. (k) Traffic Impact Assessments it an item set aside for assessment of potential impacts of traffic changes which may be caused by either the upgrade or any proposed developments within the area and to identify any infrastructure improvements or mitigation measures needed to ensure the road network will operate acceptably and safely upon completion of the proposed development through consultation and approval from the employer.



Item 3. (l) Mark-up on the sub of item 3 for all overheads, charges and profit is a percentage of the sum of money (Prov Sum items) against disbursement items listed under item 3 for the handling of services.

Item 3. (m) Maintenance During Defect it an item set aside for services which will be rendered by service provide during defect liability period. The service provider shall obtain from the Employer written approval prior to any works being undertaken and payment shall be based on hours worked which shall be limited to two personnel (1 x Category C and 1 x Category D).

NOTE: Service provider accreditation is a requirement under **item 3. General Disbursements**

NOTE: For all provisional sums, an invoice and proof of payment / receipt is required when claiming for the item. The KZN DOT reserves the right to delay the payment certificate up until the invoice and proof of payment has been submitted.

PART C5 CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

C5.1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Contract Skills Development Goals as per the Standard for developing skills through Infrastructure Contracts, 2020 as gazetted in the Government Gazette No. 43495, 3 July 2020.

The below specifications are intended as a guide and are to be read in conjunction with the above-mentioned standards for the implementation of the programme.

C5.2. STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils.

The CIDB B.U.I.L.D Standard for developing skills through infrastructure contracts has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, services, design and build or engineering and construction works contracts associated with such expenditure. This standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 below.

Table 1: Categories of registration

PROFESSION	CATEGORY OF REGISTRATION	ACT
Construction Project Management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)

The Consulting Engineer shall be responsible for achieving the contract skills development goal and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subconsultants.

C5.3. REQUIREMENTS

C5.3.1 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

C5.3.1.1 The Consulting Engineer shall attain or exceed the contract skills development goal OF 0.25% in the performance of the contract or the execution of an order.

C5.3.1.2 Where required in terms of the contract, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

C5.3.1.3 Where required in terms of the contract or order, the Client shall advise the Consulting Engineer of the types of training to be undertaken by the learners and candidates based on the needs and requirements of the candidate's qualifications.

C5.3.2 ACHIEVING THE CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

C5.3.2.1 The Consulting Engineer shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract.

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET College qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

C5.3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

C5.3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

C5.3.3 CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

C5.3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

C5.3.3.2 In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3 as published in the Standard for developing skills through infrastructure contracts, 2020 as gazetted in the Government Gazette No. 43495, 3 July 2020, or as revised in a Gazette notice.
- b) The Consulting Engineer may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

C5.3.4 DENIAL OF CREDITS

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities cannot be directly linked to the contract;
- b) Failure to register all beneficiaries of the Standard be with the cidb SDA;
- c) Failure to submit a copy of the final contract compliance training report within 15 days of practical completion;
- d) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate not be provided;
 - 3) the required training plan for learners not be provided;
 - 4) the training reports covering a period not be provided;
 - 5) the required records, specified documents and signatures not be provided;
 - 6) the structured mentorship is found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
 - 7) the structured workplace learning is found not to be in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and
- f) the Consulting Engineer does not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.
- g) the Consulting Engineer claims credits for learners enrolled as beneficiaries on programmes that are funded or subsidised from another source.
- h) the Consulting Engineer fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment when they have had sufficient structured work experience or structured mentorship to do so.

C5.4 COMPLIANCE WITH REQUIREMENTS

C5.4.1 GENERAL

C5.4.1.1 The Consulting Engineer shall submit to the Client:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance baseline training plan taking into account the skills mix and type of workers that are to be engaged;
 - interim contract compliance training reports at intervals which do not exceed 3 months; and
- b) a final contract compliance training report within 15 days of reaching practical completion of the construction works.

C5.4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

- a) the name and contact details of the SDA,
- b) the skills mix and skills types achieved on the contract; and

-
- c) c) the names, ID numbers and period of employment of each learner and
 - d) candidate.

C5.4.1.3 The Consulting Engineer shall keep records of the hours worked and registration particulars towards compliance with this standard. The Consulting Engineer shall allow the Client to inspect or audit such training records at any time.

C5.4.1.4 The Client shall undertake suitable random audits on records to confirm compliance with requirements.

C5.4.1.5 The learners shall be directly employed by the Consulting Engineer or SDA. The Consulting Engineer shall enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice participating in the implementation of this standard to:

- a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) register learners with the appropriate Sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
- d) liaise with the supervisor to monitor onsite training progress of learners;
- e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- f) liaise with the supervisor to prepare reports for the Client or Client's representative.

C5.4.2 STRUCTURED WORKPLACE LEARNING OPPORTUNITIES FOR LEARNERS

C5.4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

C5.4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

C5.4.2.3 Mentoring associated with structured workplace learning for artisan learners shall be Undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

C5.4.2.4 Supervision associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of post-qualification experience.

C5.4.2.5 The Consulting Engineer shall submit to the Client, in respect of each learner:

a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor.

b) within one month of commencing work directly related to the contract or order:

- 1) proof of registration as a learner with the relevant SETA where applicable; and

2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;

c) within two weeks of updating a workplace training plan, the revised workplace training plan;

d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

C5.4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

C5.4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards a qualification.

C5.4.3 STRUCTURED WORKPLACE LEARNING FOR CANDIDATES

C5.4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

C5.4.3.2 The Consulting Engineer shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate. If the contractor does not have an inhouse mentor, the contractor shall enter into a mentoring agreement with the candidate and an external company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

C5.4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

C5.4.3.4 The Consulting Engineer shall submit to the Client's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
 - 1) a workplace training plan together with name of the candidates' mentor and supervisor.
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) register all beneficiaries of the Standard be with the cidb SDA

b) within one month of commencing work directly related to the contract or order a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council.

- c) within two weeks of updating a workplace training plan, the revised workplace training plan.
- d) quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

C5.4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.

C5.4.3.6 The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

C5.5 RECORDS

C5.5.1 The Consulting Engineer shall submit all the documentation required in terms of clause 4 in a timely manner and according to a prescribed format where applicable.

C5.5.2 The Client's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the Client and shall notify the contractor of this amount.

C5.5.3 The Consulting Engineer shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the Client's representative for record-keeping purposes.

C5.6 SANCTIONS

C5.6.1 In the event that the Consulting Engineer fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the Consulting Engineer's control which may be acceptable to the Client, the sanctions provided for in the contract shall apply.



PART C6 SITE INFORMATION

Project Background and Details: Main Road 420 starts at the intersection of the Main Road 483 and Main Road 420 which is located near Watervaal Correctional Services in the Amajuba District, and ends at the junction with Local Road, 1364 (L1364). In general, the route can be described as rolling terrain characterized by tight horizontal alignments, steep vertical gradients in isolated areas and inadequate drainage for this standard of road. The route also traverses in the grazing land for the animal belonging to the Watervaal Correctional Services. Currently few cars use the route adjacent to the proposed main road including the transportation of prisoners across the recently constructed Buffel's (Jiyane) River Bridge. Traffic volumes are moderate, but this route is utilized by public transport i.e. taxis and private vehicles to schools and clinics.

The proposed road is located in the eMadlangeni (KZ253) and Dannhauser (KZ254) Local Municipalities, under the Amajuba District Municipality (DC25).

Position	South	East
Start km 9.000	27 46 58 52 S	30 17 0 36 E
End km 14.400	27 49 25 25 S	30 16 14 15 E

