



KWAZULU-NATAL PROVINCE

TRANSPORT
REPUBLIC OF SOUTH AFRICA

DIRECTORATE:

Private Bag X9043, PIETERMARITZBURG, 3200

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

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ADDENDUM NO. 1:

CONTRACT No. ZNB02243/00000/00/HOD/INF/23/T

PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE REHABILITATION OF MAIN ROAD P326 FROM KM 0+000 - KM 9+540 IN KING GETSHWAYO DISTRICT MUNICIPALITY UNDER THE EMPANGENI REGION

Date Issued:.....

This Addendum No. 1 comprises a total of **SIX PAGES**, including this page.

The amendments required to the tender document are as follows:

- Replacement of Page C9, C10, C11 and C19 with C9 A, C10A, C11A and C19A.
- Additional information on the last page pertaining to key personnel.

Non-acknowledgement of this addendum will lead to disqualification.

The acknowledgement of this addendum must only be submitted with the bid document.

Should you have any queries with regards to the above, please contact Mlamuli Zondo and Londiwe Zuma.

Yours faithfully;

BSC: Chairperson

I / We acknowledge receipt of this Addendum No.1 and have made the required alterations to our tender documents.

BIDDER.....

NAME OF SIGNATORY.....

DATE.....

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

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 EMPLOYER

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: Mr S. Ngubane
	The address of receipt of communication is: Address: 172 Burger Street, Pietermaritzburg 3201 Faximile: 033 342 3962 E-mail: shum.ngubane@kzntransport.gov.za Telephone: 033 355 0566
	The contract is for the provision of consulting engineering services for The Rehabilitation of Main Road P326 from KM 0+000 to KM 9+540 in King Cetshwayo District Under the Empangeni Region.
	The Period of Performance is 30 Months plus defect liability period (12Months).
	The Start Date will be date of the last party signing this agreement and terminate 30 months plus defect liability period (12Months) thereafter.
3.4.1	Communication by e-mail / facsimile is not permitted.
3.5	The location for the performance of the Project is P326 (KM 0+000 TO KM 9+540) Under the Empangeni 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
3.15.1	The programme shall be submitted within 7 Days of the award of the contract.

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: Three times the final offer for normal services only, excluding disbursements, contingencies and vat Period of cover: Duration of Contract inclusive of the duration of the Design 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 Contract 3. 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-contractors for the performance of services 2. Appointing Key Persons not listed by name in the Contract Data 3. 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 12 Months plus defect liability (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 cover that is three times the final offer for normal services only, excluding disbursements, contingencies and vat.
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.

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 Rehabilitation which includes Design Development, Documentation and Procurement, Contract Administration, and Inspection and Close out.	%	R 114 480 000.00		
(b)	Initiation or Prefeasibility	%	5		
	Concept or Feasibility	%	25		
	Design Development	%	25		
	Design Documentation	%	15		
	Contract Administration	%	25		
	Handover or Close-Out	%	5		
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	1200		
	iii) Project Engineer / Technician (Category D)	Hour	4800		
	iv) Project Liaison Officer (CLO)	Hour	4800		
	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 B)	Month	24		
	ii) Employers Agent Representative (Category C)	Month	24		
	iii) Site Engineer / Technician (Category D)	Month	24		
	Disbursements for Site Personnel				
(d)	(i) Living Accommodation and Meals	Prov. sum	1	R 504 000.00	R 504 000.00
(e)	(i) Travel Accommodation	Prov. sum	1	R 881 280.00	R 881 280.00
	(ii) Mark-up on the sum of item 2 (d) and (e) above for all overheads, charges, and profit.	%	R 1 385 285.00		
TOTAL CARRIED FORWARD TO SUMMARY =					
3	General Disbursements				
(a)	Topographical Survey	Prov. sum	1	R 1 373 760.00	R 1 373 760.00

Additional Information

The following is to be noted as additional information to the tender:

- There shall be no duplication of key personnel permitted under the functionality. Separate personnel shall be allocated under each functionality criteria.
- The Employers Agent Representative shall be allocated to this project ONLY for the entire duration of the project.