



**KWAZULU-NATAL PROVINCE**

TRANSPORT  
REPUBLIC OF SOUTH AFRICA

**DIRECTORATE:**

Private Bag X9043, PIETERMARITZBURG, 3200

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

Tel: 033 355 0567 Fax: 033 355 8737

**ADDENDUM NO. 1:**

**CONTRACT No. ZNB02103/00000/00/HOD/INF/23/T**

**PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE REHABILITATION OF MAIN ROAD P10-2 FROM KM 0.00 - KM 15.50 IN THE LADYSMITH REGION**

Date Issued:.....

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

The amendments required to the tender document are as follows:

- Replacement of Page C10, C11 and C19 with 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 Zanele Mnikathi and Sandile Nkala

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.....

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"> <li>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.</li> <li>2. Insurance against: Third Party Indemnity Cover is: R10 000 000-00 Period of cover: Duration of Contract</li> <li>3. Insurance against: General Public Indemnity Cover is: R10 000 000-00</li> </ol>
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"> <li>1. Appointment of sub-contractors for the performance of services</li> <li>2. Appointing Key Persons not listed by name in the Contract Data</li> <li>3. Any other work not as specified in the Scope of Works</li> </ol>
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)
<b>1</b>	<b>Normal Fee Services</b>				
(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 116 250 000.00		
(b)	Initiation or Prefeasibility	%	5		
	Concept or Feasibility	%	25		
	Design Development	%	25		
	Design Documentation	%	15		
	Contract Administration	%	25		
	Handover or Close Out	%	5		
<b>TOTAL CARRIED FORWARD TO SUMMARY =</b>					
<b>NOTE TO COMPILER – (Number of Category C and D Staff is dependent on the envisage scope of works! The number must be amended accordingly)</b>					
<b>2</b>	<b>Contract Administration and Monitoring</b>				
(a)	Office/Design Team				
	i) Project Lead (Category B)	Hour	480		
	ii) Lead Design Engineer (Category C)	Hour	87		
	iii) Project Engineer / Technician (Category D)	Hour	200		
	<b>Disbursement for Office Personnel</b>				
(b)	(i) Travel Accommodation	Prov. sum	1	R 50 000.00	R 50 000.00
	(ii) Mark-up on item 2 (b)(i) above for all overheads, charges and profit.	%	R 50 000.00		
	<b>Establishment of supervisory personnel on site</b>				
(c)	Construction Monitoring team				
	i) Employers Agent (Category B)	Month	18		
	ii) Employers Agent Representative (Category C)	Month	18		
	ii) Site Technician (Category D)	Month	18		
	<b>Disbursements for Site Personnel</b>				
(d)	(i) Living Accommodation and Meals	Prov. sum	1	R 150 000.00	R 150 000.00
(e)	(i) Travel Accommodation	Prov. sum	1	R 150 000.00	R 150 000.00
	(ii) Mark-up on the sum of item 2 (d) and (e) above for all overheads, charges and profit	%	R300 000.00		
<b>TOTAL CARRIED FORWARD TO SUMMARY =</b>					
<b>3</b>	<b>General Disbursements</b>				
(a)	Topographical Survey	Prov. sum	1	R 1 395 000.00	R 1 395 000.00
(b)	Geotechnical / Laboratory services	Prov. sum	1	R 2 092 500.00	R 2 092 500.00

## **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