



GAUTENG PROVINCE

ROADS AND TRANSPORT
REPUBLIC OF SOUTH AFRICA

TENDER NUMBER: DRT 12/05/2019

**CONSULTING ENGINEERING SERVICES FOR DETAILED DESIGN,
REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT,
CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD
P241/1(R559), FROM K15(R558) TO K11(R28), IN BEKKERSDAL-
APPROXIMATELY 19KM**

PROCUREMENT DOCUMENT

2021

ISSUED BY:

HEAD OF DEPARTMENT
DEPARTMENT OF ROADS AND TRANSPORT
PRIVATE BAG X83
MARSHALLTOWN
2107

NAME OF TENDERING ENTITY.....

ADDRESS:

TEL NO..... FAX NO.

TOTAL OF PRICE INCLUSIVE VALUE ADDED TAX:

R.....

CONTENTS

Colour

THE TENDER

PART T1 : TENDERING PROCEDURES

T1.1	TENDER NOTICE AND INVITATION TO TENDER	White
T1.2	TENDER DATA	Pink
T1.3	CONDITIONS OF TENDER	Pink

PART T2 : RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE DOCUMENTS	Yellow
C1.1	FORM OF OFFER AND ACCEPTANCE	
C1.2	CONTRACT DATA (PART 2: Data provided by the Tenderer)	
T2.2	RETURNABLE SCHEDULES	Yellow

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.2	CONTRACT DATA (PART 1: Data provided by the Employer)	White
		White

PART C2 : PRICING DATA

C2.1	PRICING INSTRUCTIONS	Yellow
C2.2	PRICING SCHEDULE	Blue
C2.3	SUMMARY OF PRICING SCHEDULE	Yellow

PART C3 : SCOPE OF WORK

C3	SCOPE OF WORK	Blue
----	---------------	------

PART C4 : SITE INFORMATION

C4	SITE INFORMATION	Blue
----	------------------	------

TABLE OF CONTENTS	PAGE
PART T1: TENDERING PROCEDURES	T1-1
PART T2: RETURNABLE SCHEDULES	T2-1
PART C1 AGREEMENTS & CONTRACT DATA	C1-1
PART C2: PRICING DATA	C2-1
PART C3: SCOPE OF WORK	C3-1
PART C4: SITE INFORMATION	C4-1

Part T1: Tendering Procedures

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

TABLE OF CONTENTS	PAGE
T1.1 TENDER NOTICE AND INVITATION TO TENDER.....	T1-12
T1.2 TENDER DATA.....	T13-16
T1.3 CONDITIONS OF TENDER.....	T17-32

Table of Contents

T1.1: TENDER NOTICE AND INVITATION TO TENDER	T-9
T1.2 TENDER DATA	T-13
C.1 General	T-1
C.1.1 Actions	T-1
C.1.2 Tender Documents	T-1
C.1.3 Interpretation	T-1
C.1.4 Communication and employer's agent	T-2
C.1.5 Cancellation and Re-Invitation of Tenders	T-2
C.1.6 Procurement procedures	T-2
C.2 Tenderer's obligations	T-3
C.2.1 Eligibility	T-3
C.2.2 Cost of tendering	T-3
C.2.3 Check documents	T-3
C.2.4 Confidentiality and copyright of documents	T-3
C.2.5 Reference documents	T-3
C.2.6 Acknowledge addenda	T-4
C.2.7 Clarification meeting	T-4
C.2.8 Seek clarification	T-4
C.2.9 Insurance	T-4
C.2.10 Pricing the tender offer	T-4
C.2.11 Alterations to documents	T-4
C.2.12 Alternative tender offers	T-4
C.2.13 Submitting a tender offer	T-5
C.2.14 Information and data to be completed in all respects	T-5
C.2.15 Closing time	T-5
C.2.16 Tender offer validity	T-5
C.2.17 Clarification of tender offer after submission	T-6
C.2.18 Provide other material	T-6
C.2.19 Inspections, tests and analysis	T-6
C.2.20 Submit securities, bonds and policies	T-6
C.2.21 Check final draft	T-6
C.2.22 Return of other tender documents	T-7
C.2.23 Certificates	T-7
C.3 The employer's undertakings	T-7
C.3.1 Respond to requests from the tenderer	T-7
C.3.2 Issue Addenda	T-7
C.3.3 Return late tender offers	T-7

<u>C.3.4 Opening of tender submissions</u>	T-7
<u>C.3.5 Two-envelope system</u>	T-8
<u>C.3.6 Non-disclosure</u>	T-8
<u>C.3.7 Grounds for rejection and disqualification</u>	T-8
<u>C.3.8 Test for responsiveness</u>	T-8
<u>C.3.9 Arithmetical errors, omissions and discrepancies</u>	T-8
<u>C.3.10 Clarification of a tender offer</u>	T-9
<u>C.3.11 Evaluation of tender offers</u>	T-9
<u>C.3.12 Insurance provided by the employer</u>	T-30
<u>C.3.13 Acceptance of tender offer</u>	T-30
<u>C.3.14 Prepare contract documents</u>	T-31
<u>C.3.15 Complete adjudicator's contract</u>	T-31
<u>C.3.16 Registration of the award</u>	T-31
<u>C.3.17 Provide copies of the contracts</u>	T-32
<u>C.3.18 Provide written reasons for actions taken</u>	T-32

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

THE GAUTENG PROVINCE, DEPARTMENT OF ROADS AND TRANSPORT REQUESTS INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:

TENDER NUMBER	SERVICE	COMPULSORY SITE BRIEFING	CLOSING DATE
DRT 12/05/2019	Professional engineering services for detailed design, rehabilitation, environmental impact assessment, contract documentation and site supervision for road P241/1(R559), from K15(R558) to K11(R28) Bekkersdal- approximately 19km	Venue: Department of Roads and Transport Office, 1215 Nico Smit Street (formerly Michael Brink) Koedoespoort. Date: 16 November 2021 Time: 11h00 Failure to attend the compulsory briefing session will result in disqualification	Date: 06 December 2021 Time: 11H00 Tender submissions to be deposited into the Tender Box situated at: Gauteng Roads and Transport, Ground floor, Life Centre Building, 45 Commissioner Street, Johannesburg.

The Gauteng Department of Roads and Transport adheres to all relevant Acts including, the Constitution of the Republic of South Africa of 1996 the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998 and the Public Finance Management Act, No 1 of 1999.

B-BBEE REQUIREMENTS

- An Exempted Micro Enterprise (EME) must submit a valid sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership
- A Qualifying Small Enterprises (QSE) which is at least 51% black owned must submit a valid sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership
- A Qualifying Small Enterprise (QSE) which is less than 51% black owned must submit a valid B-BBEE Status Level verification certificate, issued by an accredited SANAS Agency including a valid sworn affidavit declaring their annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end
- Bidders who do NOT qualify as EME's and QSE's as outlined above, must submit a valid B-BBEE Status Level verification certificate, issued by an accredited SANAS Agency
- Public entities and tertiary institutions must submit a valid B-BBEE Status Level Verification certificate, issued by an accredited SANAS Agency
- A trust, consortium or joint venture must submit a valid consolidated B-BBEE status level verification certificate, issued by a SANAS accredited Agency

Please Note:

- B-BBEE Status Level Verification Certificates or Sworn Affidavits, per the B-BBEE Requirements outlined above, must be *original*, alternatively certified as a "true copy of the original"
- Bidders who fail to submit their B-BBEE credentials with their tender submission will not qualify for preference points.
- Sworn Affidavits submitted by bidders in support of their B-BBEE level should comply with the DTIC or CIPC format
- Sworn Affidavits and certification as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.
- Bidders are hereby advised that the Department shall examine and verify the authenticity of B-BBEE claims.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents will render the bidders tender disqualified:

- The Project Leader, Geometric Design Engineer, Pavement Engineer, Traffic Engineer, Contract Engineer and Resident Engineer must be registered and in good standing with ECSA as a Professional Civil Engineer/Professional Civil Engineering Technologist (Pr. Eng. /Tech Eng.) **(Attach professional certificate)**
- In the case of joint ventures, consortia or trusts, a detailed agreement must:
 - Be attached as part of the bidder's tender submission
 - Stipulate the percentage revenue split between the parties
 - Be signed by all parties to the agreement
- Bidders must attend the compulsory site briefing session as indicated above. The attendance register must be completed and will be used as proof of bidder's attendance. The representative attending the compulsory site briefing may only attend on behalf of one bidding enterprise and/or joint venture/consortium/trust
- Bidders must duly complete, sign and submit all required SBD documents which form part of the tender document.

NB: Bidders who are listed on the National Treasury's register of defaulters and restricted suppliers will be automatically disqualified.

OTHER KEY RETURNABLES:

- Valid Tax Compliance Status Pin issued by SARS, that will grant a third-party access to the bidder's Tax Compliance Status (A trust, consortium or joint venture must submit a tax compliance status pin of each partner in the trust, consortium or joint venture).
- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) OR Master of the High Court in South Africa.
- Central Supplier Database (CSD) registration summary report for each main bidder, party in the trust, consortium or joint venture
- Certified ID Copies of all company directors or members and shareholders (NB: The date of certification must be less than 3 months prior to the date of the bid closure)

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FUNCTIONALITY EVALUATION REQUIREMENTS:

Functionality will be scored out of 100 points and the minimum threshold to qualify is 75 points. Bidders who fail to meet the minimum threshold will not be considered for further evaluation. The evaluation criteria to score bidders on functionality is as follows:

Evaluation Criteria	Scoring Criteria	Total Points
<p>Key Personnel (Max points 60)</p> <p>Bidders MUST complete (Forms B1 and B2) attached in the bid documents for key personnel that will be involved with the project and MUST clearly indicate relevant experience in road design.</p> <p>NB: Points will only be allocated for completed Form B1, fully signed by relevant key personnel and Commissioner of Oaths</p>	<p>PROJECT LEADER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Projects)</p> <ul style="list-style-type: none"> • 10 years or more experience in roads (10 points) • 5 to less than 10 years' experience in roads (7 points) • 1 to less than 5 years' experience in roads (3 points) • No roads experience (0 points) <p>DESIGN SPECIALIST: GEOMETRIC ENGINEER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Design)</p> <ul style="list-style-type: none"> • 10 years or more experience in Geometric design (10 points) • 5 to less than 10 years' experience in Geometric design (7 points) • 1 to less than 5 years' experience in Geometric design (3 points) • No experience in Geometric design (0 points) <p>DESIGN SPECIALIST: PAVEMENT ENGINEER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Design)</p> <ul style="list-style-type: none"> • 10 years or more experience in Pavement design (10 points) • 5 to less than 10 years' experience in Pavement design (7 points) • 1 to less than 5 years' experience in Pavement design (3 points) • No experience in Pavement design (0 points) <p>DESIGN SPECIALIST: TRAFFIC ENGINEER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Projects)</p> <ul style="list-style-type: none"> • 10 years or more experience in Traffic Engineering (10 points) • 5 to less than 10 years' experience in Traffic Engineering (7 points) • 1 to less than 5 years' experience in Traffic Engineering (3 points) • No experience in Traffic Engineering (0 points) <p>CONTRACT ENGINEER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Projects)</p> <ul style="list-style-type: none"> • 10 years or more experience in road construction supervision (10 points) 	<p>60</p>

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

	<ul style="list-style-type: none"> • 5 to less than 10 years' experience in road construction supervision (7 points) • 1 to less than 5 years' experience in road construction supervision (3 points) • No experience in road construction supervision (0 points) <p>RESIDENT ENGINEER: registered and active with ECSA (Pr Eng/ Pr Tech Eng) (Max 10 points)</p> <p>Experience: (Roads Projects)</p> <ul style="list-style-type: none"> • 10 years or more experience in road construction (10 points) • 5 to less than 10 years' experience in road construction (7 points) • 1 to less than 5 years' experience in road construction (3 points) • No experience in road construction (0 points) 	
Quality Assurance Certificate or Quality Assurance System	<p>Quality Assurance Certificate OR Quality Assurance Systems</p> <ul style="list-style-type: none"> • Quality Assurance Certificate ISO 9001 (5 points) • Quality Assurance Systems (In House) (3 points) • No Quality Assurance (0 points) 	5
<p>Experience (specific experience of the firm)in Roads Design and Supervision of the bidding company</p> <p>NB: Bidders must submit proof of completion (indicating RISFSA Class) and Complete B8 form failure to do so will result in bidders getting 0 points.</p>	<p>Completed at least three (3) roads and supervision for RISFSA Class 1, 2 or 3 as:</p> <ul style="list-style-type: none"> • Lead Consultant: (25 points) • As non-lead consultant in joint venture: (20 points) <p>Completed at least two (2) roads design and supervision for RISFSA Class 1, 2 or 3 as:</p> <ul style="list-style-type: none"> • Lead Consultant: (20 points) • As non-lead consultant in joint venture: (15 points) <p>Completed at one (1) roads design and supervision for RISFSA Class 1, 2 or 3 as:</p> <ul style="list-style-type: none"> • Lead Consultant: (10 points) • As non-lead consultant in joint venture: (5 points) <p>No Completed roads design and supervision for RISFSA Class 1, 2 or 3 roads (0 points)</p>	25
Transfer of Knowledge to Departmental technical staff. Bidders must attach proof of their ECSA Commitment & Undertaking	<ul style="list-style-type: none"> • ECSA Commitment & Undertaking in the Civil Engineering (10 points) • No ECSA Commitment & undertaking registration in the Civil Engineering (0 points) 	10
MAXIMUM SCORE		100
MINIMUM THRESHOLD TO QUALIFY		75

T-10

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

PREFERENCE POINT SYSTEM EVALUATION

Gauteng Department of Roads and Transport will apply the 80/20 preference point system evaluation in accordance with Preferential Procurement Regulation 6, effective from 01 April 2017.

BIDDERS SHOULD NOTE THE FOLLOWING:

- Only suppliers who are registered on the National Centralised Supplier Database (CSD) will be considered for appointment.
- Potential suppliers must note that in terms of Departmental policy, the Department reserves the right to cancel a contract and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- The bid validity period is 90 days. However, the Department reserves the right to request all bidders to extend such validity period should the need arise.
- The successful bidder will be required to enter into a formal contract with the Department. Such a contract will be governed in terms of the General Conditions of Contract dated 2015.
- The Department will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any tests which have been deemed as necessary in the demonstration of compliance with the stated requirements (forming part of this RFP).

A non-refundable amount of R500 (Five Hundred Rand) will be levied per tender document. This amount is payable in cash or debit card between 09h00 and 15h00 at our Finance Section of the **Gauteng Department of Roads and Transport, located on the ground Floor 45 Commissioner, Centre Life Building, Johannesburg.**

Tender documents will be available for collection by prospective bidders upon presentation of the appropriate proof of payment to the Department. **These documents can be collected on ground Floor 45 Commissioner, Centre Life Building, Johannesburg between 09h00 and 15h00.** Tender documents will be available from the 05 November 2021

For the availability of the bid document and technical specification enquiries contact Supply Chain Management (SCM) on the following numbers @ 011- 355 7270 or drt.scmbidadmin@gauteng.gov.za.

OR Alternatively

Prospective bidders can download and print their own version of the tender document (free of charge) by accessing the eTender Publication Portal website (www.etenders.gov.za). Bidders are advised to ensure that all bid documents are properly bound upon submission on the closing date and time. Late bids (bids submitted after the closing date and time) will NOT be accepted.

Bidders must duly complete and submit all the required pages of the Bid Document. Failure to provide the necessary supporting documentation / evidence required may result in the bidder forfeiting evaluation points or being disqualified, depending on the stipulated evaluation criteria requirements.

Electronic submission of bids will **NOT** be accepted.

Telegraphic, telephone, telex, facsimile, email or similar apparatus. s of bids and late bids will **NOT** be accepted.

The Department's requirements, preferred criteria, proposed terms and conditions to be applied in addressing, delivery, and assessment of bids are stated in the bid documents.

The Department reserves the right to cancel **OR** not to award this tender to any party.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Clearly indexed Bid Documents together with all applicable attachments must be deposited in the tender box at the foyer of the Gauteng Department of Roads and Transport, Ground Floor, 45 Commissioner Street, Centre Life Building, Johannesburg, by no later than 11h00 on the closing date indicated above.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

T1.2 TENDER DATA

The Standard Conditions and the Employer's Special Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard/special conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard and Special Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1.1	The employer is the Department of Roads and Transport, Directorate Design Services of the Gauteng Provincial Government, Private Bag X83, Marshall Town.
C.1.2	<p>The tender documents issued by the Employer comprise the following:</p> <p>Part T1: Tendering Procedures</p> <ul style="list-style-type: none"> T1.1 Tender Notice and Invitation to Tender (White) T1.2 Tender Data (Pink) T1.3 Conditions of Tender (Pink) <p>Part T2: Returnable Schedules</p> <ul style="list-style-type: none"> T2.1 List of returnable documents (Yellow) T2.2 Tender schedules (Yellow) <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> C1.1 Form of offer and acceptance (Yellow) C1.2 Contract data (Yellow) C1.3 Other contract forms (Yellow) <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> C2.1 Pricing instructions (Yellow) C2.2 Pricing Schedules / Bills of Quantities (Yellow) <p>Part C3: Scope of work</p>

T-13

Part T1: Tendering Procedures

Reference No. DRT12/05/2019

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

	<ul style="list-style-type: none"> C3 Scope of work (Blue) <p>Part C4: Site Information</p> <ul style="list-style-type: none"> C4 Site Information (Green)
C.2.1	Only tenderers who are registered as a Consulting Engineering Firm are eligible to submit tenders.
C.2.7	The arrangements for a compulsory site briefing are outlined in the "Tender Notice and Invitation to Tender" as published.
C.2.8	Request clarification of the tender documents, if necessary, by notifying the employer at least (5) five working days before the closing time stated in the tender data
C.2.13.4	Submit the signed original tender offer.
C.2.13.5	The employer's details and address for delivery of tender is outlined in the "Tender Notice and Invitation to Tender" as published.
C.2.13.6	A two-envelope procedure will not be followed
C.2.13.7	- Place and seal the completed returnable schedules in an envelope - sealed envelope shall state on the outside the Employer's address, DRT number and title as well as the tenderer's name, authorised representative's name, postal address and contact telephone numbers.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The closing time for submission of tender offers is outlined in the "Tender Notice and Invitation to Tender" as published.
C.2.16	The tender offer validity period is 90 days.
C.2.23	<p>The tenderer is required to submit with his tender the following documents fully completed:</p> <ol style="list-style-type: none"> Certificate of Attendance at Site visit and/or Clarification Meeting (see returnable schedule Form A1). Certificate of Authority for Signatory (see returnable schedule Form A2). Certificate of Tax Compliance (see returnable schedule Form A6). Certificate of Insurance Cover stating levels of cover (see returnable schedule Form A7).

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

	<ul style="list-style-type: none"> v. Tenderer's Credit Rating and Bank Details (see returnable schedule Form A8). vi. Candidates Technical /Managerial Record (Form B1) vii. Candidates Continuing Professional Development Record (Form B2). viii. Tenderer's Project Structure (see returnable schedule Form B3). ix. Certificate of Quality Systems (see returnable schedule Form B4). x. (see returnable schedule Form 5) xi. Pr. CHS Agent (see returnable Form B6) xii. Tenderer's B-BBEE Verification Certificate (Form B7). xiii. Specific Experience of the Firm related to the Assignment (Form B8) xiv. Transfer of Knowledge to Departmental Technical Staff (Form B9) xv. Declaration of Interest (see returnable SBD 4) xvi. Declaration of Bidders Past Supply Chain Management Practices (see returnable SBD 8) xvii. Certificate of Independent Bid Determination (see returnable SBD 9) xviii. Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017(see returnable SBD 6.1)
C.3.2	If necessary, 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 (3) three working days before the tender closing time stated in the tender data.
C.3.4	The time and location for opening tender submissions in the presence of tenderers' agents who choose to attend shall be at Ground Floor, Life Centre Bld, 45 Commissioner Street, Johannesburg on the 08 November 2021 at 11:00
C.3.5	The minimum percentage of evaluation points for Functionality is outlined in the "Tender Notice and Invitation to Tender" as published.
C.3.11.1	<p>The Department of Roads and Transport is committed to transformation, employment equity and staff advancement, and to supporting black economic empowerment.</p> <p>The primary criterion in selection, apart from costs, will be the degree to which the Service Provider can demonstrate appropriate knowledge and expertise. A further consideration will naturally be the equity profile of the service provider in management, ownership and implementation.</p>

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

	The procedure for the evaluation of responsive tenders is in accordance with the PPPFA and associated Preferential Procurement Regulations, effective from 1 April 2017.
C.3.11.1	The score for the financial offer is calculated in accordance with Regulation 6 of the Preferential Procurement Regulations, effective from 1 April 2017 (17.1.3)
C.3.11.1	reference Points will be allocated in accordance with Regulation 6 of the Preferential Procurement Regulations, effective from 1 April 2017 (17.2.1)
C 3.11.1	The Functionality criteria will be scored as outlined in the "Tender Notice and Invitation to Tender" as published.
C.3.17	The number of paper copies of the signed contract to be provided by the successful bidder is 3.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

T1.3 CONDITIONS OF TENDER

Notes to tenderer

1. The legislated Standard Conditions of Tender for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with Department of Roads and Transport's special conditions of tender where the former is shown in standard format and Department of Roads and Transport's amendments (i.e. special conditions) shown in italics.
2. Tender Data and Tender Schedules are included separately after the tender conditions.

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for nonreceipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

C1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C 1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C2.2.1 Accept that, unless otherwise stated in the tender data, the employer 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 comply with requirements.

C2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

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 addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either 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 the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or 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 employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer 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 employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial prop

osal and place the remaining returnable documents in an envelope marked —technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Notice and Invitation to Tender.

C.2.13.8 Accept that the employer 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 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data.

C.2.14 Information and data to be completed in all respects

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 employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as —SUBSTITUTEII.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five(5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, 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 working 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 Employer may grant such extension and, shall then notify all tenderers who drew documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation

more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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 Grounds for rejection and disqualification

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 Test for responsiveness

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 Arithmetical errors, omissions and discrepancies

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. 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 Clarification of a tender offer

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 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
----------------	--

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive

- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions,

preventing participating in the employer'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, if any, stated in the tender data; and

- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Schedules

T.2.1 LIST OF RETURNABLE DOCUMENTS

Notes to tenderer:

- 1. Returnable schedules have been separated into the following categories:**
 - i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A, B, C and D).**
 - ii) A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1).**
- 2. Failure to fully complete the relevant returnable documents shall render such a tender offer unresponsive.**
- 3. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**
- 4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.**

T.2.1 LIST OF RETURNABLE DOCUMENTS

Notes to tenderer:

1. This form has been created as an aid to ensure a tenderer's compliance with the completion of the returnable forms and schedules

FORM NO	FORM DESCRIPTION	TICK IF COMPLETED
A1:	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	*1
A2:	CERTIFICATE OF AUTHORITY FOR SIGNATORY	*1
A3:	COMPULSORY ENTERPRISE QUESTIONNAIRE	*2
A4:	SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDER	*2
A5:	SCHEDULE OF ADDENDA TO TENDER DOCUMENTS	*1
A6:	CERTIFICATES OF TAX COMPLIANCE	*1
A7:	CERTIFICATE OF INSURANCE COVER	*1
A8:	TENDERER'S CREDIT RATING AND BANK DETAILS	*1
A9:	DECLARATION OF TENDERER'S LITIGATION HISTORY	*1
A10:	SCHEDULE OF CURRENT COMMITMENTS	*1
A11:	POSSIBLE COMMITMENTS OF CORE PERSONNEL	*1
B1:	CANDIDATE'S TECHNICAL/MANAGERIAL RECORD	*1
B2:	CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD	*1
B3:	TENDERER'S PROJECT STRUCTURE	*1
B4:	CERTIFICATE OF QUALITY SYSTEMS	*1
B5:	PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)	*1
B6:	Pr. CHS AGENT	*1
B7:	TENDERER'S B-BBEE VERIFICATION CERTIFICATE	*2
B8	SPECIFIC EXPERIENCE OF THE FIRM RELATED TO THE ASSIGNMENT	1
B9	TRANSFER OF KNOWLEDGE TO DEPARTMENTAL TECHNICAL STAFF	1
SBD 4	DECLARATION OF INTEREST	*1
SBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	*1
SBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	*1
SBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	*1
C1.1.1	FORM OF OFFER	*2
C1.2.3	CONTRACT DATA – INFORMATION PROVIDED BY THE TENDERER	*2
C2.2	PRICING SCHEDULE	*2

NOTES:

*1- SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

*2- SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

C1.1.1. FORM OF OFFER

Head of Department

Department of Roads and Transport
Private Bag X83
Marshalltown
2107

Sir,

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

1. I/we, by signing this part of the forms of offer and acceptance, confirm that I/we practise the principles of corporate governance that abhors corruption and fraud and that we have examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules and am/are duly authorised to represent and commit the tenderer to the contractual obligations contained therein.
2. I/we further confirm that by submitting this offer the tenderer accepts the conditions of tender and offers to perform all of the obligations and liabilities of the service provider 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 tender and the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES (INCLUSIVE OF VALUE ADDED TAX) IS

.....
..... (in words)

(R..... in figures)

3. You may accept this offer by signing and returning to the tenderer one copy of the acceptance part of the forms of offer and acceptance before the end of the period of validity stated in the tender data, (or at the end of any agreed extension thereof), whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.
4. Notwithstanding anything contained in a covering letter to this tender, I/we declare this offer is submitted entirely without variations or deviations other than those stipulated in Form A4: Schedule of variations or deviations by the tenderer and that it is made free from any fraud, corruption and misrepresentation.

Yours faithfully

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

Date and minute reference of Board resolution if different from returnable schedule Form A2: Certificate of Authority for signature

NAME AND ADDRESS OF ORGANISATION:

NAME AND SIGNATURE OF WITNESS:

SIGNATURE: DATE:

NAME (IN CAPITALS):



TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION,
ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION
FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

C1.1.2. FORM OF ACCEPTANCE

To _____

_____ *(Name of successful tenderer)*

Dear Sir,

TENDER NUMBER: DRT

**PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION,
ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE
SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-
APPROXIMATELY 19KM**

ACCEPTANCE OF OFFER

1. It is our pleasure to inform you that the Department of Roads and Transport (the Employer) accepts your offer in the amount of R..... (i.e. including VAT but excluding CPA and any contingent sum not in the priced schedule).
2. The amount due may not be the accepted price but payment shall be made in accordance with the conditions of contract identified in the contract data.
3. Acceptance shall form an agreement between us according to the terms and conditions contained in this form and in the contract that is comprised of:

Part C1: Agreements and Contract Data (including this form of acceptance),
Part C2: Pricing Data,
Part C3: Scope of the Work and programme of works
Part C4: Site Information,
Part C5: Appendices
together with issued drawings and other documents, or parts thereof, which may be incorporated by reference into Parts C1 to C5 listed above.
4. Deviations and/or variations included in your offer as well as any changes to the terms of the offer agreed by us during the process of offer and acceptance shall not be valid unless contained in the appended schedule of deviations. *(If no deviation state "There are no deviations, variations or changes to the documents).* Addenda issued during the tender period are deemed not to be deviations to the tender documents and schedules.
5. Within 14 calendar days of the date of this form of acceptance (including the schedule of deviations if any) you shall deliver to the Employer:
 - Proof of insurance in terms of the information provided in the contract data and clause 5.4 of the General Conditions of Contract. Proof of validity of insured cover shall be provided on a monthly basis until contract completion.
 - Completed Form of Banking details which is attached hereto (Form C.1.1.4).

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Failure to fulfil this obligation shall constitute a repudiation of this agreement.

6. The effective date of the contract shall be the date of this form of acceptance unless you, within seven (7) calendar days of the effective date, notify the Employer in writing of any justification why you cannot accept the contents of this agreement.
7. The commencement date of the contract shall be that on which the project hand-over meeting is held, which shall not be later than.... *(usually 28 calendar days after the date of this form, or earlier if circumstances demand and as agreed between tenderer/employer)*
8. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.
- 9.
10. Notwithstanding that a full, original-signed copy of the contract document containing all contract data and schedules (including that of accepted deviations) will be delivered to you, this form of acceptance constitutes the binding contract between us.

Signature Date.....

Name.....

Capacity

for the Employer Department of Roads and Transport
 Head of Department (HOD)

Name and signature of witness.....

Date.....

Name and signature of witness.....

Date.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

C1.1.3. APPENDIX TO FORM OF ACCEPTANCE

Schedule of deviations

The deviations listed below constitute agreed variations/amendments to the tender data and schedules negotiated between the tenderer and the employer based on information provided in Form A4: Schedule of Variations or deviations by tenderer. Addenda issued during the tender period are deemed not to be variations to the tender.

1.
2.
3.
- 4 etc.....



TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

C1.1.4 FORM OF BANKING DETAILS

Notes to Tenderer

1. The Employer applies an Electronic Funds Transfer system for all payments.
2. If you are already registered as a vendor with the Employer, you are not required to submit the documentation as per note 3.
3. If you are not registered as a vendor with the Employer, you are required to supply:
 - an original cancelled cheque bearing your company name and account number; or
 - if you are unable to supply an original cancelled cheque, you are to provide a letter on your letterhead as per the pro forma below and return the original letter to the address as stated in clause 3.4 of C1.2.2 - Information provided by the Employer, delivered by hand or sent by post.

Dear Sir

BANKING DETAILS

By signing this document, we accept the following:

- The banking details submitted are those of **(Note to Compiler: insert name of successful tenderer)** and we take full responsibility for their correctness.
- We indemnify the Employer from any and all outcomes if an electronic transfer is made into an incorrect bank account using the banking details submitted.

Account

Name:

Bank:

Branch

Name:

Branch

Code:

Account

Number:

Yours sincerely

.....
Authorised Signatory for **(Note to Compiler: Insert name of successful tenderer)**

DATE:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

C1.2.3 CONTRACT DATA: INFORMATION PROVIDED BY THE TENDERER

The Service Provider is

Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The **postal address** for receipt of communications is:

Telephone:

Facsimile:

Address:

Key Persons	Name
Project Leader	
Geometric Engineer	
Pavement Engineer	
Traffic Engineer	
Contract Engineer	
Resident Engineer	

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

.2.2 RETURNABLE DOCUMENTS

TABLE OF CONTENTS

PAGE

<u>FORM A1:</u>	<u>CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</u>	T2-5
<u>FORM A2:</u>	<u>CERTIFICATE OF AUTHORITY FOR SIGNATORY</u>	T2-6
<u>FORM A3:</u>	<u>COMPULSORY ENTERPRISE QUESTIONNAIR</u>	T2-7
<u>FORM A4:</u>	<u>SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER</u>	T2-13
<u>FORM A5:</u>	<u>SCHEDULE OF ADDENDA TO TENDER DOCUMENTS</u>	T-214
<u>FORM A6:</u>	<u>CERTIFICATES OF TAX COMPLIANCE</u>	T2-15
<u>FORM A7:</u>	<u>CERTIFICATE OF INSURANCE COVER</u>	T2-16
<u>FORM A8:</u>	<u>TENDERER'S CREDIT RATING AND BANK DETAILS</u>	T2-17
<u>FORM A9:</u>	<u>DECLARATION OF TENDERER'S LITIGATION HISTORY</u>	T2-18
<u>FORM A10:</u>	<u>SCHEDULE OF CURRENT COMMITMENTS</u>	T2-19
<u>FORM A11:</u>	<u>POSSIBLE COMMITMENTS OF CORE PERSONNEL</u>	T2-20
<u>FORM B1:</u>	<u>CANDIDATE'S TECHNICAL/MANAGERIAL RECORD</u>	T2-21
<u>FORM B1:</u>	<u>CANDIDATE'S TECHNICAL/MANAGERIAL RECORD</u>	T2-27
<u>FORM B1:</u>	<u>CANDIDATE'S TECHNICAL/MANAGERIAL RECORD</u>	T2-29
<u>FORM B1:</u>	<u>CANDIDATE'S TECHNICAL/MANAGERIAL RECORD</u>	T2-31
<u>FORM B2:</u>	<u>CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD</u>	T2-34
<u>FORM B3:</u>	<u>TENDERER'S PROJECT STRUCTURE</u>	T2-41
<u>FORM B5:</u>	<u>PRELIMINARY PROGRAMME (INCLUDING UNDERSTANDING AND APPROACH)</u> . T2-43	
<u>FORM B6:</u>	Pr. CHS Agent.....	T2-44
<u>FORM B7:</u>	<u>TENDERER'S B-BBEE VERIFICATION CERTIFICATE</u>	T2-45
<u>FORM B8:</u>	<u>SPECIFIC EXPERIENCE OF THE FIRM RELATED TO THE ASSIGNMENT</u>	T2-46
<u>FORM B9:</u>	<u>TRANSFER OF KNOWLEDGE TO DEPARTMENTAL TECHNICAL STAFF</u>	T2-36
<u>SBD 4:</u>	<u>DECLARATION OF INTEREST</u>	T2-36
<u>SBD 8:</u>	<u>DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</u>	T2-1
<u>SBD 9:</u>	<u>CERTIFICATE OF INDEPENDENT BID DETERMINATION</u>	T2-9
<u>SBD 6.1:</u>	<u>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</u>	T2-12



TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION,
ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION
FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

notes to Tenderer: attendance register and will be used as proof of bidder's attendance.

This is to certify that I, _____

in my capacity, as _____

represent (insert name of tenderer) _____

of (address)

Telephone number _____

Fax number _____

e-mail: _____

attended the clarification meeting (*insert date & time*) _____

conducted by _____ (Employer's representative)

TENDERER'S REPRESENTATIVE (Signature) _____

EMPLOYER'S REPRESENTATIVE (Signature) _____

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

- 1) The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
- 2) In the event that the tenderer is a joint venture/consortia/trust, a certificate is required from each member of the joint venture/consortia/trust clearly setting out;
 - authority for signatory,
 - undertaking to formally enter into a joint venture/consortia/trust contract should an award be made to the joint venture/consortia/trust,
 - name of the designated lead member of the intended joint venture/consortia/trust, as required by tender condition C.2.13.4.
- 3) The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors/partners passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for contract no.

NRA (*insert contract no. and description*)

and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*)

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY:

WITNESSES:

.....
SIGNATURE

.....
SIGNATURE

.....
NAME (print)

.....
NAME (print)

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A3: COMPULSORY ENTERPRISE QUESTIONNAIRE

Notes to tenderer:

- 1) Any legal person, including persons employed by the State, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this tender. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - the tenderer is employed by the State; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of the tender, or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the tender
2. Definitions:
 - 2.1 "State" means:
 - a) any National or Provincial Department, National or Provincial Public Entity or Constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
 - b) any Municipality of Municipal Entity;
 - c) Provincial Legislature;
 - d) National Assembly or the National Council of Provinces; or
 - e) Parliament.
 - 2.2 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

The following particulars must be furnished. In the case of a joint venture/**consortia/trust**, 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: Particulars of sole proprietors and partners in partnerships(Attach certified copies of IDs)

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations(Attach certified copies of Registration documents)

Company registration number

Close corporation number

Tax reference number

The names of all directors/trustees/shareholders/members (attach a separate page if more than 3 directors/trustees/shareholders/members):

Name	Director/Trustee/ Shareholder/ Member	Identity number*	Personal income tax number*	Employee/ Persal number

Section 6: Record in the service of the State

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or member of a close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Declaration of Interest:

If any legal person on whose behalf the tender document is signed, has a relationship with person/s who are involved in the evaluation and/or adjudication of this tender, or where it is known that such a relationship exists between the person/s for on whose behalf the declarant acts and person/s who are involved with the evaluation and/or adjudication of the tender:

1. Are you or any person connected with the tenderer presently employed by the State?	<div>YES</div> <div>NO</div>
2. If so, furnish the following particulars: - Name of person/director/trustee/shareholder/member - Name of State institution at which you or person connected to the tenderer is employed - Position occupied in State institution	<div>.....</div> <div>.....</div> <div>.....</div>
3. If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside Employment in the public sector?	<div>YES</div> <div>NO</div>
4. If yes, did you attach proof of such authority to the tender document? (Note: Failure to submit proof of such authority, where applicable, may result in disqualification of the tender.) If no, furnish reasons for non-submission of such proof.	<div>YES</div> <div>NO</div> <div>.....</div> <div>.....</div> <div>.....</div>
5. Did you or your spouse or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the State in the previous 12 months? If so, furnish particulars.	<div>YES</div> <div>NO</div> <div>.....</div> <div>.....</div> <div>.....</div>
6. Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and/or adjudication of this bid? If so, furnish particulars.	<div>YES</div> <div>NO</div> <div>.....</div> <div>.....</div> <div>.....</div>

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

<p>7. Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the State who may be involved with the evaluation and/or adjudication of this tender?</p> <p>If so, furnish particulars.</p>	<p>.....</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">YES</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">NO</div> </div> <p>.....</p> <p>.....</p> <p>.....</p>
<p>8. Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are tendering for this contract?</p> <p>If so, furnish particulars.</p>	<p>.....</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">YES</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">NO</div> </div> <p>.....</p> <p>.....</p> <p>.....</p>

Section 8: Declaration

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that the 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, 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/our personal knowledge and are to the best of my/our belief both true and correct.

I, the undersigned
certify that the information furnished in Form A3 above is correct. I accept that the Employer may reject the tender or act against me in terms of F.3.7 of the Conditions of Tender should this declaration prove to be false.

.....
Signature (duly authorised)

.....
Date

.....
Position

.....
Name of Enterprise

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A4: SCHEDULE OF VARIATIONS OR DEVIATIONS BY TENDERER

PAGE	DESCRIPTION

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A5: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A6: CERTIFICATES OF TAX COMPLIANCE

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

The tenderer shall attach to this page a current Tax Compliance Status Pin issued by SARS, that will grant a third-party access to the bidder's Tax Compliance Status.

In the event of a joint venture/**consortia/trust** each member shall comply with the above requirement.

SIGNED BY TENDERER:



TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A7: CERTIFICATE OF INSURANCE COVER

Notes to tenderer:

- 1. In the event of the tenderer being a joint venture/consortia/trust the details of the individual members must also be provided.**

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Professional Indemnity (for each and every case)
Company:
Value:
 - General public liability
Company:
Value:
 - Third party liability
Company:
Value:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A8: TENDERER'S CREDIT RATING AND BANK DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that the bank in addition to the information required below accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture/consortia/trust enterprise, details of all the members of the joint venture/consortia/trust shall be similarly provided and attached to this form.

The tenderer shall provide the following:

- i) Name of account holder:
 - ii) Account number:
 - iii) Bank name:.....
 - iv) Branch number:
 - v) Bank and branch contact details
-

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A9: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A10: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

1. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer automatically barred from tendering on Department of Roads and Transport projects for a period of at least 3 (three) months from the date of tender closure.
2. The tenderer shall list below all projects with which proposed personnel are currently involved.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. In the event of a joint venture/consortia/trust enterprise, details of all the members of the joint venture/consortia/trust shall similarly be attached to this form.

NAME & POSITION	PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM A11: POSSIBLE COMMITMENTS OF CORE PERSONNEL

Notes to tenderer:

1. The purpose of this form is for the tenderer to identify areas of conflict with respect to key personnel proposed for this project. Failure to identify where areas of conflict occur, or may occur, and which are subsequently discovered by the Employer shall render such offer as non-responsive, rejected and the tenderer automatically barred from tendering on Department of Roads and Transport projects for a period of at least 3 (three) months from the date of tender closure.
2. The tenderer shall list below all projects/tenders for which the proposed core personnel have been proposed, and for which results of an award are unknown at the date of tender closure of this project.
3. The start date in column 4 of the table below is that date indicated in the tender documents as being the intended start of the duties of the key personnel (i.e. expected start of design or supervisory duties).
4. Tenderers must submit an alternative candidate for those positions identified as being possible areas of conflict. The Employer will not request alternative candidates after tender closure and will interpret the lack of any alternative candidate as an indication the tenderer accepts that it will be impossible to be awarded this project as well as one of the others listed on this list. The Employer reserves the right to select according to its best interest and not the tenderers.

NAME & POSITION	PROJECT	CLIENT / REGION	START DATE (M/Y)	DURATION (MONTHS)

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Project leader</i>

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:
.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS (Commissioner's stamp)

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Design Specialist: Geometric Engineer</i>

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:
.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS (Commissioner's stamp)

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Design Specialist: Pavement Engineer</i>

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:
.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS **(Commissioner's stamp)**

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Design Specialist: Traffic Engineer</i>

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:
.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS (Commissioner's stamp)

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Contract Engineer</i>

Note:

- List only the projects completed that the tenderer considers relevant to the specified scope of works.
- Form to be completed per candidate per designated position in team.
- Tenderers to add additional copies of this form as necessary to their tender submissions

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:
.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS **(Commissioner's stamp)**
Notes to Tenderer and compiler:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B1: CANDIDATE'S TECHNICAL/MANAGERIAL RECORD

NAME	DATE OF BIRTH	POSITION IN TEAM (NOTE 1)
		<i>Resident Engineer</i>

Note:

- List only the projects completed that the tenderer considers relevant to the specified scope of works.
- Form to be completed per candidate per designated position in team.
- Tenderers to add additional copies of this form as necessary to their tender submissions

Technical/Managerial Experience

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

CLIENT & PROJECT No (NOTE 2)	PROJECT TYPE (NOTE 3)	RELEVANT EXPERIENCE STARTED (NOTE 4)	RELEVANT EXPERIENCE ENDED (NOTE 4)	DURATION IN MONTHS	VALUE (NOTE 5)	POSITION HELD (NOTE 6)	CONTACT PERSON AND POSITION (NOTE 7)	CONTACT No.

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE: SIGNED BY TENDERER:

.....

NB: KINDLY INITIAL THIS PAGE IN THE PRESENCE OF A COMMISSIONER OF OATHS / JUSTICE OF PEACE.

COMMISSIONER OF OATHS (Commissioner's stamp)

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Notes to Tenderer and compiler:

- Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's design or construction team. The same candidate may be proposed for more than 1 position simultaneously. If this is proposed and the evidence of the candidates' suitability is different for each position in the team then separate forms for each position must be completed. However, the same candidate may not be proposed for more than 1 position in the construction phase.
- Use abbreviations and acronyms in Table but clarify in comments what they stand for.
- Project type – select from the list in the table below. If the list, in the opinion of the tenderer, does not contain an appropriate match of the project being registered then select what is closest to it in the selection list and in the comment space provided clarify what its relevance is to the project tendered.
- Year started – Design phase: for the relevant experience during the design phase, state the month and year of start and end (or current date if position is still occupied) of involvement in design
- Construction phase: for the relevant experience during the construction phase, state the month and year of start and end (or current date if position is still occupied) of involvement in construction. In the event that the project has been designed only, or is still in the design phase clarify in the comments area that the project experience is for design only.
- Value means the completed value of the works including all extra works, (including claims) contract price adjustment and VAT. If construction is not complete, or is still in design phase insert the total value of construction (as before) followed by (E) showing it is the estimated value.
- Select from the list in the table below the position held by the candidate.
If, in the opinion of the tenderer, there is no equivalent position, select what is closest to it in the selection list and, in the comment space provided clarify in what aspects it differs.
- Give the name, position held and contact number of the responsible person acting for the listed client and who will be able to vouch for the accuracy of the information provided.

Positions (Notes 1 and 6)	Abbreviation	Project Type (Note3)	Abbreviation
Project leader	PL	Ad-Hoc Maintenance – Road Marking	MAM
Alternate project leader	APL	Ad-Hoc Maintenance – Road Signs	MAS
Design specialist – Geometric	DS (Geom)	Maintenance, Periodic – Reseal	MPS
Design Specialist - Bridges	DS (Bridge)	Maintenance, Periodic – Asphalt	MPA
Design specialist – Pavement	DS (Pave)	Maintenance, Special – reseal	MSS
Design Specialist – Traffic	DS (Traffic)	Maintenance, Special – Asphalt	MSA
Design Specialist – Other (Tenderer to specify)	DS (Geo)	Maintenance, Special – concrete	MSC
Contract engineer (the engineer construction phase)	CE	Maintenance, Special – structures	MSB
Alternate Contract Engineer	ACE	Maintenance, Special – geotechnical	MSG
Resident engineer	RE	Development, Strengthening – reseal	DSS
Assistant resident engineer	ARE	Development, strengthening – asphalt	DSA
Senior Materials technician	SMT	Development, strengthening – concrete	DSC
Contracts manager	CM	Development, strengthening – geotechnical	DSG
Site agent	SA	Development, strengthening – structures	DSB
Project Engineer (Employer)	PE(E)	Development, Improvements – reseal	DIS
Route Manager	RM	Development, improvements – asphalt	DIA
Assistant Route Manager	ARM	Development, improvements – geotechnical	DIG
		Development, new – reseal	DNS
		Development, new – asphalt	DNA
		Development, new geotechnical	DNG
		Development, new-road	DNR
		Development, new-rehab	DNRRehab

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	<i>Project Leader</i>	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	<i>Design Specialist Geometric Engineer</i>	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	<i>Design Specialist :Pavement Engineer</i>	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	<i>Design Specialist: Traffic Engineer</i>	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	Contract Engineer	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B2: CANDIDATE'S CONTINUING PROFESSIONAL DEVELOPMENT RECORD

Personal Details of Candidate

Name	Position in team (Note 1)	Position in Company (Note 2)
	<i>Resident Engineer</i>	

Registration with professional bodies

Professional registration body	ECSA (Note 3)	SACPCMP (Note 3)	Highest Engineering qualification	Institution	Date graduated
Level of registration					
Registration number			Initial relevant Tertiary Qualification	Institution	Date graduated
Date of registration					

Continuing Professional Development (candidate to list 5 most recent courses that he/she considers relevant to the engineering field)

Course Type (Note 4)	Host Institute (Note 5)	Participation (Note 6)	Course Content	When held (Note 7)	Field Study (Note 8)

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the positions occupied, the projects reported and the corresponding responsibilities are truly my own experiences.

DATE AND SIGNATURE BY CANDIDATE:

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Notes to tenderer and candidate:

- 1) Select from the list of positions in the table below the proposed position that the candidate will hold in the tenderer's design or construction team. The same candidate may be proposed for more than 1 position simultaneously, in which case it is advisable to complete different forms for each position to demonstrate the candidate's training in the engineering field. However, the same candidate may not be proposed for more than 1 position in the construction phase.
- 2) Select from the list of company positions in the table below the actual position that the candidate occupies in the tenderer's organisational structure.
- 3) Each candidate must provide the relevant level of registration (e.g. Fellow, associate, candidate, professional etc) registration number and registration date for each of the listed professional bodies. If different from those in the pro-forma then the candidate must list the equivalent body with which he/she is registered and in the space provided for comments give a brief explanation of that body.
ECSA = Engineering Council of South Africa
SACPCMP = South African Council for the Project and Construction Management Professions
- 4) Select from the list of course types given in the table below. If, in the opinion of the candidate, there is no equivalent course type select what is closest to it in the selection list ' and explain in the space made available.
- 5) Select from the list of host institutions given in the table below. If, in the opinion of the candidate, there is no equivalent host institution select what is closest to it in the selection list and in the space provided explain differences from those in the selection list.
- 6) Select from the list of participative levels given in the table below. If, in the opinion of the candidate, there is no equivalent participation activity, select what is closest to it in the selection list ' and in the space made available explain differences from the selection list.
- 7) Only enter courses attended within the last five years. Give month and year of the course.
- 8) Select from the list of Study Fields

Position proposed (Note 1)	Abbreviation	Position in company (Note 2)	Course Type (Note 4)	Host Institutions (Note 5)	Participative Levels (Note 6)	Field of Study (Note 8)
Project leader	PL	Director (with executive powers)	Conference	Academia	Presenter	Technical
Alternate project leader	APL	Director (without executive powers)	Seminar	Registered training institution	Delegate	OHS – Any Occupational Health and Safety Act 85 of 1993 courses and associated Regulations for General, Health, Mechanical and Electrical courses
Design specialist – Geometric	DS (Geom)	Associate (with shares)	Study Course	Industry	Attendant	
Design Specialist - Bridges	DS (Bridge)	Associate (without shares)	Workshop		Lecturer	
Design specialist – Pavement	DS (Pave)	Employee (engineer/technician)			Co-ordinator	
Design Specialist – Traffic	DS (Traff)	Contracted engineer/technician			Author	
Design Specialist – Other (Tenderer to specify)	DS (Specify)				Student	
Contract engineer (the engineer construction phase)	CE					
Resident engineer	RE					
Assistant resident engineer	ARE					
Contracts manager	CM					
Site agent	SA					

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B3: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture/consortia/trust tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture/consortia/trust itself will function and the proposed share of the work. Joint Venture/consortia/trust tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form B7, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture/consortia/trust.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the road construction/transport industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	State City/Town
Other Offices:	Only list number, localities not required
Registered Professionals: ECSA	List only in road construction/transport industry
Registered Professionals: SACPCMP	
Total Employees :	
% share in JV agreement	

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

FORM B4: CERTIFICATE OF QUALITY SYSYEMS

Note to tenderer:

1. **Attach to this form a current ISO 9001, or similar system, certificate or brief summary of the in-house systems used.**
2. **Sufficient detail must be provided to clearly identify management systems for which accreditation has been issued, in the case of a certificate, or are being applied in the case of in-house programmes.**
3. **Summaries shall not be more than 2x A4 pages**
4. **Only relevant ISO 9001 accreditation contemplated for the work specified shall score maximum points.**

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

FORM B5: Technical Approach / Methodology

- The tenderer shall attach Technical Approach/Methodology Work Plan

SIGNED BY TENDERER:.....

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B6: Pr. CHS Agent

Personal Details of Candidate

Name	Date of Birth (yyyy/mm/dd)	Confirmation of Membership (Note 1)	Professional Body Registered with and Membership Number	Position in Company (Note 2)	Date of Membership (yyyy/mm/dd)

Comments:

SIGNED BY TENDERER:

Notes to tenderer and candidate:

- 1) Select from the list below the confirmation of membership..
- 2) Select from the list of company positions in the table below the actual position that the candidate occupies in the tenderer's organisational structure

Confirmation of Membership

(Note 1)

Unknown
Non-Member
Member

Position in Company

(Note 2)

No contracted or in-house registered candidate
Registered candidate is contracted in
Registered candidate in-house

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

FORM B7: TENDERER'S B-BBEE VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT

Notes to Tenderer:

1. A B-BBEE Verification Certificate and the associated Assessment Report in accordance with the Construction Sector Codes of Practice promulgated in Gazette 41287 on 1 December 2017 shall be attached to this page.
2. In the event of a Joint Venture (JV), Consortium or Trust a consolidated B-BBEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the Verification Certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE Verification Agency.
 - (h) The scorecard (GENERIC, QSE, Exempt) against which the tenderer has been verified.
 - (i) The broad-based B-BBEE status level.
 - (j) The SANAS logo on the Verification Certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities.
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.

SIGNED BY TENDERER:

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

FORM B8: SPECIFIC EXPERIENCE OF THE FIRM RELATED TO THE ASSIGNMENT

COMPANY NAME	
--------------	--

List only the projects that the tenderer considers relevant to the specified scope of works. Experience in Roads Design and Supervision of the bidding company (*Bidders must submit proof of completion indicating RISFSA Class, failure to do so will be result to bidders getting 0 points.*).

CLIENT & PROJECT No (NOTE 1)	PROJECT TYPE (NOTE 2)	DATE APPOINTED STARTED (NOTE 3)	DATE PROJECT COMPLETED (NOTE 3)	VALUE (NOTE 4)	NAME OF JV PARTNER & % PROPORTION (IF APPLICABLE)	CLIENT CONTACT PERSON AND POSITION (NOTE 5)	CONTACT NO.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

I declare that I have read and understand the meaning of the Note to tenderer on the next page and confirm by my signature hereto that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly my own experiences.

SIGNED BY TENDERER:

Notes to Tenderer and compiler:

1. Use abbreviations and acronyms in Table but clarify in comments what they stand for.
2. Project type – select from the list in the table below. If the list, in the opinion of the tenderer, does not contain an appropriate match of the project being registered then select what is closest to it in the selection list and in the comment space provided clarify what its relevance is to the project tendered.
3. Year started – Design phase: for the relevant experience during the design phase, state the month and year of start and end (or current date if appointment still current) of involvement in design
- Construction phase: for the relevant experience during the construction phase, state the month and year of start and end (or current date if appointment still current) of involvement in construction. In the event that the project has been designed only, or is still in the design phase clarify in the comments area that the project experience is for design only.
4. Value means the completed value of the works including all extra works, (including claims) contract price adjustment and VAT. If construction is not complete, or is still in design phase insert the total value of construction (as before) followed by (E) showing it is the estimated value.
5. Give the name, position held and contact number of the responsible person acting for the listed client and who will be able to vouch for the accuracy of the information provided.

TENDER NUMBER: DRT 12/05/2019

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-APPROXIMATELY 19KM

Project Type (Note2)

Ad-Hoc Maintenance – Road Marking
Ad-Hoc Maintenance – Road Signs
Routine Road Maintenance
Maintenance, Periodic – Slurry, rejuvenation, etc
Maintenance, Periodic – Reseal
Maintenance, Periodic – Asphalt
Maintenance, Special – reseal
Maintenance, Special – Asphalt
Maintenance, Special – concrete
Maintenance, Special – structures
Maintenance, Special – geotechnical
Development, Strengthening – reseal
Development, strengthening – asphalt
Development, strengthening – concrete
Development, strengthening – geotechnical
Development, strengthening – structures
Development, Improvements – reseal
Development, improvements – asphalt
Development, improvements – concrete
Development, improvements – structures
Development, improvements – geotechnical
Development, new – reseal
Development, new – asphalt
Development, new – concrete
Development, new – bridges
Development, new geotechnical
other facility

Abbreviation

MAM
MAS
RRM
MPP
MPS
MPA
MSS
MSA
MSC
MSB
MSG
DSS
DSA
DSC
DSG
DSB
DIS
DIA
DIC
DIB
DIG
DNS
DNA
DNC
DNB
DNG
OF

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

FORM B 9: TRANSFER OF KNOWLEDGE TO DEPARTMENTAL TECHNICAL STAFF

Note to tenderer:

- **Bidders must attach their ECSA Commitment & Undertaking registration in the Civil Engineering**

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.....

2.5 Tax Reference Number:
.....

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....
.....
.....

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Bidding Document must form part of all bids invited.

- 1 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		



TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

.....

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION,
ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE
SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-
APPROXIMATELY 19KM

Signature

Date

.....

.....

Position

Name of Bidder

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender (

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

WITNESSES

1.....

2.....

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Part C1: Agreements & Contract Data

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Table of Contents

<u>C1.2.1 CONDITIONS OF CONTRACT</u>	23
<u>1. DEFINITIONS</u>	23
<u>2. INTERPRETATION</u>	25
<u>3. GENERAL</u>	25
<u>3.1 Governing laws</u>	25
<u>3.3 Language</u>	26
<u>3.4 Notices</u>	26
<u>3.5 Location</u>	26
<u>3.6 Publicity and publication</u>	26
<u>3.7 Confidentiality</u>	26
<u>3.8 Variations</u>	27
<u>3.9 Sole agreement</u>	27
<u>3.10 Indemnification</u>	27
<u>3.11 Penalty</u>	27
<u>3.12 Equipment and materials furnished by the Employer</u>	27
<u>3.13 Illegal and impossible requirements</u>	28
<u>3.14 Programme</u>	28
<u>3.15 Severability</u>	28
<u>3.16 Waiver</u>	28
<u>4. EMPLOYER'S OBLIGATIONS</u>	29
<u>4.1 Information</u>	29
<u>4.2 Decisions</u>	29
<u>4.3 Assistance</u>	29
<u>4.4 Services of Others</u>	29
<u>4.5 Notice of change by Employer</u>	30
<u>4.6 Issue of instructions</u>	30
<u>4.7 Payment of Service Provider</u>	30
<u>5. SERVICE PROVIDER'S OBLIGATIONS</u>	30
<u>5.1 General</u>	30
<u>5.2 Exercise of authority</u>	31

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

5.3	Designated representative	31
5.4	Insurances to be taken out by the Service Provider	31
5.5	Service Provider's actions requiring Employer's prior approval	31
5.7	Notice of change by Service Provider	31
5.8	Safeguarding the Employer's data	31
5.9	Performance Security	32
6.	CONFLICTS OF INTEREST, CORRUPTION AND FRAUD	32
6.1	Service Provider not to benefit from commissions, discounts, etc.	32
6.2	Royalties and the like	32
6.3	Independence	32
6.4	Corruption and Fraud	32
7.	SERVICE PROVIDER'S PERSONNEL	34
7.1	Provision of Personnel	34
7.2	Staff and equipment	34
7.3	Working hours, overtime and leave	35
8.	COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT	35
8.1	Commencement	35
8.2	Completion	35
8.3	Force Majeure	36
8.4	Termination	37
8.5	Suspension	38
8.6	Rights and liabilities of the Parties	38
9.	OWNERSHIP OF DOCUMENTS AND COPYRIGHT	38
10.	SUCCESSION AND ASSIGNMENT	38
11.	SUB-CONTRACTING	39
12.	RESOLUTION OF DISPUTES	40
12.1	Settlement	40
12.2	Mediation	40
12.3	Adjudication	40
12.4	Arbitration	41

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

<u>13.</u>	<u>LIABILITY</u>	41
<u>13.1</u>	<u>Liability of the Service Provider</u>	41
<u>13.2</u>	<u>Liability of the Employer</u>	41
<u>13.3</u>	<u>Compensation</u>	41
<u>13.4</u>	<u>Duration of Liability</u>	42
<u>13.5</u>	<u>Limit of Compensation</u>	42
<u>13.6</u>	<u>Indemnity by the Employer</u>	42
<u>13.7</u>	<u>Exceptions</u>	42
<u>14.</u>	<u>REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER</u>	43
<u>C1.2.2</u>	<u>CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER</u>	1

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Notes to tenderer

1. **Should a tenderer wish to offer a different period of completion than that specified by the Employer, it shall be submitted as an alternative offer on a separate Form of Offer.**
2. **If more than one alternative tender is submitted each shall be numbered and submitted on a separate Form of Offer duly completed and signed.**

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

C1.2 CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

Note to tenderer:

1. The legislated Standard Conditions of Contract for Professional Services (as published and amended from time to time by the Construction Industry Development Board) are included together with Department of Roads and Transport's special conditions of contract where the former is shown in standard format and Department of Roads and Transport's amendments (i.e. special conditions) shown in italics. Department of Roads and Transport's special conditions of contract are shown in italics as amending clauses of the Standard Conditions.

CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Agent

The Service Provider appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.

Construction monitoring/supervision

The process of managing and co-ordinating the Works Contract and over-seeing and/or inspecting the Works in accordance with the Employer's requirements.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

Engineer

The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

"For the purpose of this Contract the expression 'Force Majeure' shall mean an event or circumstance described in clause 8.3.1.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organizations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all personnel and key persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up of the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

Technical Proposal

The Key Persons proposed by the Service Provider to undertake the respective functions/duties as defined under the Contract.

Works or Works Contract

That project or part of a project that the employer wishes to have delivered and for which the service provider has been appointed for the performance of the services specified in this contract.

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

3.1 Governing laws

"Law" means all national (or other spheres of Government) legislation, statutes, ordinances and other laws including the South African Common Law, and regulations and by-laws of any legally constituted public authority.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.
- 3.4.2 If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.
- 3.4.3 A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld.

3.7 Confidentiality

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws*.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, *prior to the change being implemented.*
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.10 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any *wilful or negligent* act or omission by the Service Provider *or his subcontractors* in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.11 Penalty

- 3.11.1 In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.
- 3.11.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:
- terminate the Contract
 - complete the Services at the Service Provider's cost.

3.12 Equipment and materials furnished by the Employer

- 3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

- 3.12.2 *Unless otherwise stated in the Contract Data*, the Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

3.13 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, should he become aware that the Contract requires him to undertake anything which is illegal or impossible.

3.14 Programme

- 3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

- 3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

- 3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

3.15 Severability

If a court of competent jurisdiction holds that any provision of this Contract is severable by reason of it being invalid, illegal, unlawful or unenforceable and as a consequence of which prevents the accomplishment of the purpose of this Contract, the Employer and the Service Provider shall meet and review the matter to adopt means to fulfil the purpose of the Contract.

3.16 Waiver

No defence of a waiver of any of the provisions of this contract shall be effective unless it is expressly stated in writing, by the Party against whom such defence is raised, to be a waiver of such provisions and is communicated to the other Party in writing in accordance with the provisions of Clause 3.4.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

4. EMPLOYER'S OBLIGATIONS

4.1 Information

- 4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.
- 4.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- 4.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;
- 4.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

4.4 Services of Others

- 4.4.1 The Employer shall, at his own cost, engage such Others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services.
- 4.4.2 The Employer shall not enter into an agreement or contract with Others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

4.5 Notice of change by Employer

On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the Employer shall immediately advise the Service Provider thereof.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

- 5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards *and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services*
- 5.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional
- 5.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.
- 5.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatory" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 4(2), (5) and (6) of the said Act.*
- 5.1.5 *The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by Others.*
- 5.1.6 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of clause 5.4.1.*

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

5.2 Exercise of authority

- 5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.
- 5.2.2 *Whenever necessary to enter upon land for the performance of the Contract the service Provider shall do so in accordance with the provisions of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001). and shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

5.3 Designated representative

The Service Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

- 5.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.
- 5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out *with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer* and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Services, the Service Provider shall give notice thereof to the Employer, save that the Service Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.

5.8 Safeguarding the Employer's data

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

5.8.1 *The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back-up procedures.*

5.8.2 *In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to:*

- *require the Service Provider to restore or procure the restoration of such data; or;*
- *itself restore or procure restoration of such data.*

5.9 Performance Security

Where required, the Service Provider shall obtain (at his cost) a Performance Security for proper performance in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this sub-clause shall not apply.

The Service Provider shall deliver the Performance Security to the Employer within 14 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.

6. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or that of Subcontractors or Personnel.

6.4 Corruption and Fraud

6.4.1 *The Service Provider shall neither:*

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

- (a) Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forebore to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor
- (b) Enter into this contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Service Provider or on his behalf or knowledge.

6.4.2 In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.4.1 has been perpetrated by the Service Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Employer, the Employer may:

- i. summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;
- ii. withhold all payments due;
- iii. terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer and provided also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.

6.4.3 In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:

- (a) summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (14) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;
- (b) withholds all payments due
- (c) terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is unfounded. Provided always that such termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Employer.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

7. SERVICE PROVIDER'S PERSONNEL

7.1 Provision of Personnel

- 7.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.1.3 The Service Provider shall:
- forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

7.2 Staff and equipment

- 7.2.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 7.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 7.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

7.3 Working hours, overtime and leave

Where the fee for the Services are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Service Provider. The Employer will not be responsible for overtime payments to Personnel *unless so specifically provided for in the Pricing Schedule*.

8. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT

8.1 Commencement

The Contract shall come into effect on the date that it is signed by both Parties or such later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) *variations to Services ordered by the Employer.*
- b) *failure of the Employer to fulfil his obligations under the Contract.*
- c) *any delay in the performance of the Services which is not due to the Service Provider's default.*
- d) *Force Majeure*

8.2.3 The Service Provider shall within 14 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.

8.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

8.3 Force Majeure

8.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*

- (a) which is beyond party's control,*
- (b) which such a party could not reasonably have provided against before entering into the Contract,*
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and*
- (d) which is not substantially attributable to the other Party*

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;

- (i) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity*
- (ii) war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*
- (iii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*
- (iv) riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

An event or circumstance which is attributable to a wilful act, neglect or failure to take reasonable precautions by the affected party, his employees agents, subcontractors or others shall, under no circumstances, be considered Force Majeure.

8.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*

8.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

8.3.4 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

8.4 Termination

8.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.9 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:

- (a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider becomes insolvent or bankrupt; or
- (c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) *commission of an offence in terms of clauses 6.1 and 6.4.*

Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (14) days after the date of termination submit an account for the Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.

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

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

8.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination.*
- (b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

8.4.4 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

8.4.5 *Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.*

8.5 Suspension

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.9 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

11. SUB-CONTRACTING

- 11.1 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 11.2 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 14 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Sub-contractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.3 The Employer shall have no contractual relationships with Sub-contractors. However, if a Sub-contractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.4 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 11.5 The Service Provider shall be responsible for the acts, defaults and negligence of Sub-contractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Sub-contractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of ninety days from entering into the mediation process, no resolution has been achieved.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data.* Claims not brought within the time periods set out herein will be deemed to be waived.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.2 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.3 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association of Arbitrators.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.
- (c) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1939 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4. in respect of insurable event; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract.*

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

The Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to

TENDER NUMBER: DRT

PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION, ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL- APPROXIMATELY 19KM

- implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data *and Scope of Works*. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due *(or any specified fixed-progressed payments due that have been delayed by the acts of the Employer)* shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the overdraft rate charged him by his bank plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 14.5 *All accounts presented for payment shall be according to the Employers prescribed format.*
- 14.6 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 14.7 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

C1.2.2 CONTRACT DATA: INFORMATION PROVIDED BY THE EMPLOYER

Clause No	Contract Data
------------------	----------------------

1	The Employer is Department of Roads and Transport
---	---

The Employer's physical business address is:

45 Commissioner Street
27th Floor Johannesburg,

The authorised and designated representative of the Employer is:

Director: Design

Telephone: (011) 355 7241

Office : 25th Floor 45 Commissioner Street, Johannesburg

3.4	The address for receipt of communications is:
-----	---

Name: Director: Design

Telephone: (011) 355 7241

Address: 27th Floor 45 Commissioner Street, Johannesburg

3.5	The project is PROFESSIONAL SERVICES FOR THE DETAIL ASSESMENT, REHABILITATION DESIGN, CONTRACT DOCUMENTATION AND SITE SUPERVISION OF RESPECTIVE BRIDGES IN THE VEREENIGING AND BENONI REGIONS WITHIN THE GAUTENG PROVINCE
-----	--

3.6	The Service Provider may only release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.
-----	--

3.11.1	The penalty payable is subject to a maximum amount of R45000. Penalties for failure to meet the submission dates shall be R1000 for every 7 days by which submission is late, applied to each Stage separately.
--------	--

3.14	The programme shall be submitted within 14 days of the award of the Contract.
------	---

5.4	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
-----	--

The Service Provider is required to provide the following insurances:

1. Insurance against Professional indemnity

Cover is: R 5 million

Period of cover: Structures – 25 years: all other instances – 10 years

2. Insurance against general public liability

Cover is: R 10 million

Period of cover: Structures – 25 years: all other instances – 10 years

3. Third Party Liability

Cover is: R 5 million

Period of cover: Duration of contract only.

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Appointing Key Personnel not listed by name in the Contract Data.
2. Appointing sub-contractors for the performance of any part of the Service.
3. Expending any Provisional Sum in the Contract or Works Contract.
4. Authorising any work under a Variation Order for the Works Contract.
5. Over-expenditure on the Works Contract.
6. Changing the scope of work for the Works Contract.
7. Acceptance of sub-standard work under the Works Contract.
8. All aspects requiring the Employers approval in terms of the Employer's Code of Procedure for Road Design, Road Design Manual, Construction and Maintenance.
9. Making statements to the media regarding the project.

5.9 The provision of a Performance Guarantee will not be required under this Contract.

7.2 The Key Persons required for this project are:

Project Leader
Geometric Engineer
Pavement Engineer
Traffic Engineer
Contract Engineer
Resident Engineer

7.3 The working hours and holiday for site staff are:

- Site working hours
- Annual leave shall be taken during the recognized construction industry shutdown period.

8.1 The time to commence the performance of the Services is when the contract has been signed by both parties.

8.2 The Contract is concluded on the date when the Service Provider has completed all deliverables in accordance with the Scope of Work.

9.1 Copyright of documents prepared for the Project shall be vested with the Employer.

12. Interim settlement of disputes is to be by mediation.

Final settlement is by litigation.

In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.

13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 36 months from the date of termination or completion of the Contract.

13.5 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to a maximum amount of R13 million

- 14.6 Retention monies shall be 10% of the value of completed works up to a maximum of R 60 000.00 (excluding VAT). Such retention monies shall be released by the Employer as follows:
- 60% on receipt of approved draft Contract Report and As-built material records and drawings within 3 (three) months of issue of the Taking-over Certificates of the Works Contract.
 - 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract.
- 14.7 Contract Price Adjustment: refer to pricing instructions in Clause C2.1.6 of the pricing schedule. Base date shall be the date 28 days prior to the latest date for submission of tenders.

PART C2: PRICING DATA

PART C2: PRICING DATA

TABLE OF CONTENTS	PA
GE	
C2.1 PRICING INSTRUCTIONS	C2-3
C2.2 PRICING SCHEDULE.....	C2-5
C2.3 SUMMARY OF PRICING SCHEDULE	C2-9
BREAKDOWN OF RATES.....	C2-10

C2.1 PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Pricing Schedule DRT, 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 standard specifications or 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 work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for an item and its extent of which is alluded to in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not known.
Prime Cost Sum:	An amount allowed for an item or services for which actual details of the scope of work are not defined at tender stage. Payment is made on the production of invoices showing the actual cost after implementation or installation. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's costs and profit in providing the item or services.

C2.1.2 The quantities set out 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 standard specifications and Project 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 rate or a lump sum for each item where provision is made for it even where no quantities are given. 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.

If the tenderer should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

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 for more detailed information regarding the extent of work entailed under each item.

C2.1.6 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 twelve-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 particular 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 Sums and Prime Cost Sums: Each Provisional Sum and/or Prime Cost Sum shall only be used, in whole or in part, in accordance with the Employer'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 Provisional Sum and/or Prime Cost Sum relates, as the Employer shall have instructed.

For each Provisional Sum and/or Prime Cost Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer'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, and
- A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Provisional Sum and/or Prime Cost Sum.

C2.1.9. Subject to the conditions stated 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 will be regarded as being correct, and the Employer 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 Employer 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, the extensions and the tender sum.

C2.1.10 A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, 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 Employer 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

Item No.	Description	Unit	Quantity	Rate	Amount (R)
32.00	REHABILITATION OF P241-1 (FROM D93 TO K11)				
32.01	Initial assessment stage				
	(a) Initial assessment (and review of available information)	Lump sum	1		
	(b) Travel and subsistence cost for (a)	Lump sum	1		
32.02	Detailed assessment stage				
	(a) Detailed assessment and investigations	Lump sum	1		
	(b) Travel and subsistence cost for (a)	Lump sum	1		
32.03	Survey Services:				
	(a) Survey Services from K15(R558) to K11(R28)	prov sum	1	R 600,000.00	R 600,000.00
	(b) Handling costs in respect of item 32.03(a)	%	R 600,000.00		
32.04	Environmental and socio-economic impact assessment services:				
	(a) Environmental and social economic impact assessment services during design stage	prov sum	1	R 500,000.00	R 500,000.00
	(b) Handling costs in respect of item 32.04(a)	%	R 500,000.00		
32.05	Road Materials Investigation and services for:				
	(a) P241/1 carriageway from D93 to K15				
	(i) Road materials investigations	prov sum	1	R 300 000.00	R 300 000.00
	(ii) Handling cost in respect of item 32.05(a)(i)	%	R 300 000.00		
	(b) P241/1 pavement rehabilitation from D93 to K11				
	(i) Road materials investigations	prov sum	1	R 500 000.00	R 500 000.00
	(ii) Handling cost in respect of item 32.05(b)(i)	%	R 500 000.00		
32.06	Traffic engineering				
	(a) Traffic engineering studies and capacity analysis	Prov sum	1	R 500 000.00	R 500 000.00
	(b) Handling cost in respect of item 32.06(a)	%	R 500 000.00		
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No.	Description	Unit	Quantity	Rate	Amount (R)
3300	DETAIL DESIGN STAGE				
33.01	Detail Design and Documentation				
	** Carried over from Breakdown of Rates				
	(a) P241/1 carriageway from K15 to D93	Lump sum	1		
	(b) Rehabilitation of existing P241/1 pavement from D93 to K11 Strengthening of existing and/or additional pavement layers and surfacing constructed to new levels on existing alignment with no widening and full design for accommodation of traffic.	Km Lump sum	7		

	(c) Submission of Report books(assessments reports and detail detail report)	Lump sum	1		
33.02	Occupational Health & Safety requirements	Lump sum	1		
33.03	Transfer of knowledge				
	(a) Transfer of knowledge to departmental technical staff	prov sum	1	R 100 000.00	R 100 000.00
	(b) Handling cost in respect of item 33.03(a)	%	R 100 000.00		
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No	Description	Unit	Quantity	Rate	Amount (R)
3400	TENDER DOCUMENTATION				
34.01	Tender documentation:				
	** Carried over from Breakdown of Rates				
	(a) Preparation of draft tender documentation	lump sum	1		
	(b) Tender documents (A4 books)	number	40		
	(c) Reduced book of drawings (A2 books)	Number	40		
	(d) Sepias	sets	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No	Description	Unit	Quantity	Rate	Amount (R)
3500	SITE INSPECTION, TENDER PERIOD & TENDER EVALUATION				
35.01	Site inspection and tender period				
	(a) Service Providers cost	lump sum	1		
	(b) Hiring of Venue and/or coach	PC sum	1	R 20,000.00	R 20,000.00
	(c) Handling costs in respect of item 35.01(b)	%	R 20,000.00		
35.02	Tender evaluation report:				
	(a) Tender evaluation	lump sum	1		
	(b) Evaluation of alternative tenders	PC sum	1	R30,000.00	R30,000.00
	(c) Mark-up in respect of item 35.02(b)	%	R30,000.00		
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No	Description	Unit	Quantity	Rate	Amount (R)
3600	ADMINISTRATION & MONITORING OF THE WORKS CONTRACT				
36.01	Preparation of Works contract documents	Lump sum	1		
36.02	Engineer and Head Office:				
	(a) Duties of the Engineer	month	24		
	(b) Head Office overhead costs	month	24		
	(c) Occupational Health and Safety obligations				
	(i) Continuous compliance and monthly internal audits	month	24		
	(ii) External audits	prov sum	1	R 60,000.00	R 60,000.00
	(iii) Handling costs in respect of item 36.01(c)(ii)	%	R 60,000.00		
	(d) Monthly Technical meeting and inspection of work by the designer	month	24		
	(e) Monthly Site meeting and site visit	month	24		
36.03	Establishment of supervisory personnel and office equipment on site:				
	(a) Establishment of personnel and equipment	PC sum	1	R40,000.00	R40,000.00
	(b) Mark-up in respect of item 36.03(a)	%	R40,000.00		
36.04	Monitoring of the Works contract:				
	(a) Supervisory personnel				
	(i) Resident Engineer	PC sum	1	R2,210,000.00	R2,210,000.00
	(ii) Assistant Resident Engineer (Roads)	PC sum	1	R1,430,000.00	R1,430,000.00
	(iii) Assistant Resident Engineer (Bridges)	PC sum	1	R1,430,000.00	R1,430,000.00
	(iv) Clerk of Works (Roads)	PC sum	1	R650,000.00	R650,000.00
	(v) Clerk of Works (Bridges)	PC sum	1	R650,000.00	R650,000.00
	(vi) Officer: Accommodation of Traffic	PC sum	1	R910,000.00	R910,000.00
	(vii) Senior Materials Technician	PC sum	1	R1,560,000.00	R1,560,000.00
	(b) Mark-up in respect of item 36.04(a)	%	R8,840,000.00		
	(c) Survey team				
	(i) Survey team -- including all equipment and assistants	PC sum	1	R2,600,000.00	R2,600,000.00
	(ii) Mark-up in respect of item 36.04(c)(i)	%	R2,600,000.00		
	(d) Provision of office equipment	month	24		
	(e) Trainee	prov sum	1	R 200 000.00	R 200 000.00
	(f) Handling costs in respect of item 36.04(e)	%	R 200 000.00		
36.05	Transport for site personnel and additional duties				
	(a) Travelling to perform duties	prov sum	1	R 1,600, 000.00	R1,600, 000.00
	(b) Handling cost in respect of item 36.05(a)	%	R1,600, 000.00		
36.06	Project close-out and administration during the defects notification period	lump sum	1		
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No	Description	Unit	Quantity	Rate	Amount (R)
3700	ADDITIONAL DUTIES				
37.01	Additional duties by Service Provider				
	(a) Personnel - Category A	hour	20		
	(b) Personnel - Category B	hour	120		
	(c) Personnel - Category C	hour	320		
	(d) Personnel - Category D	hour	240		
37.02	Additional duties by the Employer				
	(a) Personnel - Category A	hour	-	-R 1 630.00	Rate only
	(b) Personnel - Category B	hour	-	-R 970.00	Rate only
	(c) Personnel - Category C	hour	-	-R 700.00	Rate only
	TOTAL CARRIED FORWARD TO SUMMARY				

Item No	Description	Unit	Quantity	Rate	Amount (R)
3900	MATERIALS QUALITY CONTROL: CONSTRUCTION PHASE				
39.01	Establishment of on-site laboratory personnel				
	(a) Laboratory Manager	number	1		
	(b) Senior Materials Tester	number	3		
	(c) Materials Tester	number	4		
	(d) Labourer	number	6		
39.02	Provision of on-site laboratory personnel				
	(a) Laboratory Manager	Month	24		
	(b) Senior Materials Tester	Month	72		
	(c) Materials Tester	Month	96		
	(d) Labourer	Month	144		
39.03	Extra over item 39.02 for overtime to on-site laboratory personnel				
	(a) Senior Materials Tester	hour	1960		
	(b) Materials Tester	hour	3840		
	(c) Labourer	hour	4800		
39.04	Site laboratory administration	Month	24		
39.05	Establishment of laboratory equipment (complete with all major items and accessories)				
	(a) Asphalt Laboratory	number	1		
	(b) Concrete Laboratory	number	1		
	(c) Soil Laboratory	number	1		
39.06	Hire of laboratory equipment (complete with all major items and accessories)				
	(a) Asphalt Laboratory	Month	24		
	(b) Concrete Laboratory	Month	24		
	(c) Soil Laboratory	Month	24		
39.07	Off-site laboratory testing:				
	(a) Off-site laboratory testing	prov sum	1	R400 00.00	R400 000.00
	(b) Handling cost in respect of item 39.07(a)	%	R400 000.00		
39.08	Transport for on-site laboratory personnel				
	(a) Transport for on-site laboratory personnel	prov sum	1	432 000.00	R432 000.00
	(b) Handling cost in respect of item 39.08(a)	%	R432 000.00		
	TOTAL CARRIED FORWARD TO SUMMARY				

C2.3 SUMMARY OF PRICING SCHEDULE

3200 REHABILITATION STAGE R

3300 DETAIL DESIGN R

3400 TENDER DOCUMENTATION R

3500 SITE INSPECTION, TENDER PERIOD AND TENDER
EVALUATION R

3600 ADMINISTRATION AND MONITORING OF THE WORKS
CONTRACT R

3700 ADDITIONAL DUTIES R

3900 MATERIALS QUALITY CONTROL: CONSTRUCTION PHASE R

AMOUNT (Excl. VAT) R

VAT (15%) R

TENDER SUM CARRIED FORWARD TO FORM OF OFFER (C1.1.1) R

SIGNED BY TENDERER:

BREAKDOWN OF RATES: 3200 REHABILITATION STAGE**PAY ITEM: 32.00 REHABILITATION**

CORE STAFF	Name	No. of Hours	Hourly Rate	Value
Project Leader				
Design Engineer (Pavement)				
Design Engineer (Geometrics)				
Design Engineer (Structures)				
Other, describe				
SUB-TOTAL				
TECHNICAL/SUPPORT STAFF				
Geometric Design				
Bridge Design				
Materials/Pavement Engineering				
Drainage Design				
Traffic Capacity Analysis				
Geotechnical Engineering				
Administration				
Other describe				
SUB-TOTAL				
TOTAL				
TOTAL COST (EXCLUDING VAT)				

Carried forward to Section 3200 of Schedule of Quantities

**BREAKDOWN OF RATES: 3300 DETAIL DESIGN STAGE
& 3400 TENDER DOCUMENTATION**

**PAY ITEM: 33.01 DETAIL DESIGN AND DOCUMENTATION
34.01 TENDER DOCUMENTATION**

CORE STAFF	Name	No. of Hours	Hourly Rate	Value
Project Leader				
Design Engineer (Pavement)				
Design Engineer (Geometrics)				
Design Engineer (Bridges)				
Design Engineer (Structures)				
Engineer (Contract documentation)				
Other, describe				
SUB-TOTAL				
TECHNICAL/SUPPORT STAFF				
Geometric Design				
Bridge Design				
Materials/Pavement Engineering				
Drainage Design				
CAD services				
Geotechnical Engineering				
Administration				
Other, describe				
SUB-TOTAL				
TOTAL				
TOTAL COST (EXCLUDING VAT)				

Carried forward to Section 3300 and 3400 of Schedule of Quantities

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

TABLE OF CONTENTS	PAGE
PART C3: SCOPE OF WORK	C3-3
C3.1. GENERAL REQUIREMENTS.....	C3-3
C3.2. DETAIL DESIGN AND REHABILITATION STAGE.....	C3-10
C3.3. DETAILED DESIGN AND DOCUMENTATION STAGE	C3-15
C3.4. TENDER DOCUMENTATION STAGE	C3-18
C3.5. SITE INSPECTION, TENDER PERIOD AND TENDER EVALUATION	C3-20
C3.6. CONSTRUCTION	C3-24
C3.7. ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT	C3-26
C3.8. ADDITIONAL DUTIES	C3-38
C3.9. MATERIALS INVESTIGATION AND TESTING.....	C3-39
C3.10. MATERIALS QUALITY CONTROL: CONSTRUCTION PHASE.....	C3-44

SCOPE OF WORK

C3.1. GENERAL REQUIREMENTS

SCOPE

This section covers matters that relate to the Contract 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.

LOCATION OF THE WORKS

The proposed project P241/1(Main road) road starts at crossing intersection with the Adcock Road R588(D524/ K15) south of Protea Glen Mall and ends at Main Reef Road (P45/1/ K11) (R28). It forms an important east west link as a mobility route between Randfontein and Protea Glen, (Soweto) towards Johannesburg feeding into the N12 which is a national route. P241/1 is classified as a Class III Minor arterial road which serves as a mobility route and it falls within both the Johannesburg and RandWest Municipalities. The locality of the project is illustrated against the background of the planned provincial road network and is included in Part C4: SITE INFORMATION

DESCRIPTION OF THE PROJECT

Background information

Provincial Road P241/1 gives direct access to a range of high intensity land uses, including retail, cultural, residential, employment and recreational facilities. It forms an important east west link as a mobility route between Randfontein and Protea Glen, (Soweto) towards Johannesburg feeding into the N12 which is a national route. P241/1 is classified as a Class III arterial road which serves as a mobility route.

According to the Traffic Surveying Services, traffic counts were conducted in the second quarter of 2018. From this traffic counts it is evident that P241/1 is under severe pressure for upgrading. Currently the traffic count for this section of road is in excess of 19322 ADT (Average Daily Traffic). Also from the standards it is identified that a single carriageway road's capacity is under pressure once the ADT is higher than 11 000. It is clear from the traffic counts that this road is far over this capacity.

Also to support the above statistics, Glad Africa consulting engineers appointed by private developers together with JRA did the modelling and capacity analysis on all intersections around the Greater Protea Glen region in order to project the traffic flow until year 2030. Using a SATURN traffic model projection for 2030, it recommends road P241/1 from P2375(George Saches) to K15 to be 4-lane single carriageway with 2lane per direction. The traffic assessment was done after Masingita Group launch the new city, Masingita City which will be a retail/industrial development to be located on the north-east corner of the N12 and K15 intersection.

The 2030 traffic model incorporates the proposed townships and developments of Lufhereng township, Protea Industrial Park West, Masingita City, Syferfontein (20 000 houses) and Protea Glen most western extensions.

The traffic study also incorporates the future PWV16/K15 interchange which will have an eastern leg access into the Masingita City. **(Glad Africa Traffic Evaluation Report of planned PWV16 and K15 Interchange available)**

Based on the above recommendations, the scope of work for P241/1 will be divided into 2 sections.

Section 1A

From Adcock Road R588(D524/ K15) to PWV5 will be detail design of a greenfield to a 4-lane single carriageway with 2 lanes per direction. The design is approximately 2.4 km long. **See the locality on Site Information**

Section 1B

From PWV5 to K13(R93/Ellenwood rd) will be upgraded from 2-lane single carriageway to 4-lane single carriageway with 2 lanes per direction. The upgrade is approximately 5 km long. **See the locality on Site Information**

Section 2

From K13(R93/Ellenwood rd) to R28(K11) the road will be rehabilitated as the pavement is in bad condition. There is no traffic congestion in this part of Randfontein area. The section is approximately 7km long. **See the locality on Site Information**

The Gauteng Department of Roads and Transport intends to appoint Consulting Engineers to provide professional engineering services for detailed design, environmental impact assessment, contract documentation and site supervision for road P241/1(R559), from K15(R558) to K11(R28) Bekkersdal-approximately 19km. The estimated design duration is 24 months.

Traffic impact assessment

Glad Africa Consulting Engineers appointed by private developers together with JRA did the modelling and capacity analysis on all intersections around the Greater Protea Glen region to project the traffic flow until year 2030. Using a SATURN traffic model projection for 2030. **(Glad Africa Traffic Evaluation Report of planned PWV16 and K15 Interchange is available)**

P241/1

P241/1 include detailed design, environmental impact assessment, contract documentation and site supervision from K15(R558) to K11(R28) in Bekkersdal for approximately 19km. The estimated design duration is 24 months.

P241/1 and the intersections must remain operational at all times during construction. The detail design shall include plans for the accommodation of traffic during construction which will show how the above requirement will be met.

During the planning and design of P241/1 special attention must be given to the following:

Pedestrians

Non-motorized transport

Public transport facilities

STANDARDS

The tenderers shall familiarise themselves with all the latest editions of the following standard documents, which shall apply:

Gauteng Department of Roads and Transport (for P241/1)

- i. Code of Procedure Road Design, Construction and Maintenance
- ii. GDRT Code of procedure: Drainage
- iii. Road Design Manual Vol. 1: Geometrics
- iv. Typical Plans for Road Design and Drainage
- v. Materials Investigation and Pavement Design Manual
- vi. Materials Manual

SANRAL

- i. Code of Procedure for the Planning and Design of Highway and Road Structures in South Africa, February 2002

GAUTENG 25 YEAR INTEGRATED TRANSPORT MASTER PLAN

- i. Gauteng 25 year Integrated Transport Master Plan
- ii. 5-year Transport Implementation Plan, 2nd Draft, July 2012, prepared by the Gauteng Department of Roads and Transport and current industry good practice.

GAUTENG 25 YEAR INTEGRATED TRANSPORT MASTER PLAN

The proposed P241/1 forms an important element of the transport strategy in Gauteng and has been included in the Gauteng 25 year Integrated Transport Master Plan and 5-year Transport Implementation Plan, 2nd Draft, July 2012, prepared by the Gauteng Department of Roads and Transport.

The mandate of the Gauteng 25 year Integrated Transport Master Plan is to enable the Department of Roads and Transport to regulate, plan and develop an efficient and well integrated transport system that serves the public interest by enhancing mobility and delivering safe, secure and environmentally responsible road based public- and private transport and air and rail services.

Tenderers are expected to be familiar with the requirements of the above-mentioned documents for inclusion in this project. The document is available for download at <http://www.itmp25.co.za/>

PROGRAMME

- i. Draft tender document for consultants
- ii. Advertise
- iii. Tender close
- iv. Appointment of Survey: 1 months
- v. Completion of Survey: 3 months after appointment of surveyors
- vi. Preliminary Design Review: 2 months after receipt of survey
- vii. Approval of preliminary design by GDRT: 2 weeks
- viii. Detail Design: 6 months
- ix. Draft tender document, Construction plans and book of drawings: 12 months after appointment
- x. 3 months procurement
- xi. 24 months construction
- xii. Submission of draft Contract Report and as-built data – within 3 months of issue of the Taking over Certificate for the Works
- xiii. Submission of final Contract Reports and as-built Data – within 1 month of issue of Performance Certificate for the Works

KEY PERSONNEL

The key personnel required for this project are listed in Form C1.2.2 Contract Data: Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in Form C1.2.3 Contract Data: Information provided by the Tenderer and each candidate must complete the relevant B1 and B2 forms included in the Returnable Schedules. When a proposed candidate for any position is not in permanent employ of the tenderer, but a contracted person, a signed letter of consent from the candidate must be scanned in and submitted with the relevant B-forms. An individual, except for the site staff may be proposed to carry out a number of functions, in which instance, however, a separate form is to be completed for each separate function proposed. The threshold of the Technical Proposal indicates the importance of the quality and standard of engineering and administration expected of the Service Provider. Any changes to the key personnel, as proposed in this tender, after award will thus only be permitted in exceptional circumstances. In such circumstances the competence and experience of any replacement personnel shall also meet the threshold of the Technical Proposal. Re-evaluation by the Employer of any replacement personnel shall be paid for by the Service Provider as specified in Clause C3.7.3.

PROGRESS / REPORT MEETINGS

The Service Provider shall meet with the Employer as and when instructed by the Employer to discuss and minute the progress of the Services. The Service Provider shall also submit draft copies of all design and tender documents for review and discussion prior to their finalisation.

The Service Provider shall also submit any reports regarding training, empowerment, capacity building, small contractor development, labour and staff returns and any such aspects as may be required by the Employer.

SAFETY

This part of the specification has the objective to assist the Service Provider entering into contracts with the Employer 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 subservice 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).

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).

a) Design Phase

The Service Provider must 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. 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 way of notification on the tender and contract drawings, or separately listed in the tender/contract documents.

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.

b) Construction phase

During the construction phase the supervising Service Provider must ensure that the Employer'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.

The Employer may order external audits the costs of which are separately recoverable as a disbursement to the specialist sub-service provider selected to conduct the 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 Employer's Health and Safety Officer and the relevant project manager the details of a Section 24 incident, including confirmation that the Contractor has similarly reported the same incident directly to the Department of Labour.

Note: The above duties shall not be interpreted as being exhaustive and if any conflict between them and the legislated Construction Regulation arises, the latter shall rule.

PROCEDURE FOR PROCUREMENT OF SUB-SERVICE PROVIDERS

Provisional sums have been provided in the pricing schedule if work is required to be undertaken by external sub-service providers. Procurement of such services, or any other services that may be required (e.g. compilation of an EMP, survey service etc.) 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 Employer's standard procurement policies to all potential sub-service providers who shall submit their quotations/tenders, in a sealed envelope, directly to the Employer's regional office by the date and time agreed. If deemed necessary, quotations/tenders will be opened in public.

The Service Provider shall analyse all quotations/tenders received and submit recommendations to the Employer 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 Employer. The handling fee tendered for any such Provisional Sums shall include all costs associated with compiling the procurement documentation and selecting the sub-service provider.

SURVEY SERVICES

Procurement of services

The Service Provider shall identify all survey requirements during the Preliminary Design phase and Detail Design phase, including the survey of potential borrow pits and/or quarries.

Provision is made in the tender documents for survey services. The survey tender documents, advertising, evaluation, appointment of surveyor, payment of the surveyor, the survey project management and quality control shall be managed by the GDRT – Directorate: Survey Services.

Tenders shall be invited only from Surveyors who are suitably registered in terms of the Professional and Technical Surveyors Act, Act 40 of 1984, and who are preferably full members (not affiliated members) of the South African Geomatics Institute (SAGI).

All surveys are to be carried out according to latest version of the Employer's *Code of Procedure: Road Design, Construction and Maintenance*. The tenderer is requested to pay particular attention to the following sections of Chapter 2 – Survey Work:

SERIES 2-100	DUTIES OF DESIGNER;
SERIES 2-200	INFORMATION AND ASSISTANCE TO BE SUPPLIED BY THE HOD
SERIES 2-300	COMPLETION OF THE WORK;
SERIES 2-400	REMUNERATION OF THE DESIGNER;
SERIES 2-500	OWNERSHIP OF THE PLANS AND RECORDS;
SERIES 2-600	CONSULTATION WITH OWNERS;
2-610	Notification to owners;
2-620	Compensation for damage;
2-630	Extracts from acts and ordinances
SERIES 2-700	PREPARATION AND SUBMISSION OF SURVEY PLANS:
2-710	General requirements;
2-711	Draughting standards;
2-720	Numbering of survey plans;
2-730	Plans to be prepared and details to be shown on survey plans;
2-740	Submission of survey plans

The percentage handling fee tendered in the Pricing Schedule shall include for all costs associated in:

- Compiling a schedule of all envisaged survey work
- Compilation of a document for procurement purposes (including printing, etc.)
- Evaluation of tenders received and recommendations to the Employer
- Handling fees
- Profit

ENVIRONMENTAL SERVICES

The Service Provider shall identify all environmental issues relating to the envisaged scope of the Works during the detailed assessment and design phase, including potential borrow pits and/or quarries. Provision for the costs of compiling any Environmental Management Plans or Scoping Reports etc. by a specialist sub-service provider has been made in the Pricing Schedule or under a Provisional Sum item included in the Pricing Schedule. The percentage handling fee tendered in the Pricing Schedule for work carried out under a Provisional Sum shall include for all costs associated in:

- compiling a schedule of all envisaged environmental requirements
- production of a document for procurement purposes (including printing, etc)
- evaluation of quotations/tenders received and recommendations to the Employer
- handling fees
- profit

Procurement of such services shall be in accordance with clause C3.1.10.

COMMUNITY STRUCTURES

The project is located in Johannesburg under the Gauteng Department of Roads and Transport. Public liaison committees (PLC's) have been established with communities throughout the provincial road network and liaison/ consultation with them is an integral part of the Employer's policies. Contact with the relevant PLC's shall be via the Regional Manager.

PERMITS AND AUTHORISATIONS

Any Environmental Management Plans / Programmes (EMP's) over and above the Employer's standard EMP, which may be required will be treated as a specialised additional service. Similarly, the compilation of any plans/reports necessary to comply with the relevant Minerals and Energy Act pertaining to quarries and borrow pits will be treated as an additional specialised service. Procurement of sub-service providers in such instances shall be in accordance with the requirements of clause C3.1.10. 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 is completed by the milestone date tabled in clause C3.1.6.

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 EMP's and EIA's, final Detailed Design Report, Tender Documentation for the Works or Tender Evaluation Report. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to the Employer at least seven working days prior to any meetings scheduled for the discussion and finalisation thereof. 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 Employer, or to other approved 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

DETAIL DESIGN AND REHABILITATION STAGE

SCOPE

The detail design review stage includes:

detail design review of P241/1:

Section 1A

From Adcock Road R588(D524/ K15) to PWV5 will be detail design of a greenfield to a 4-lane single carriageway with 2 lanes per direction. The design is approximately 2.4 km long.

Section 1B

From PWV5 to K13(R93/Ellenwood rd) will upgraded from 2-lane single carriageway to 4-lane single carriageway with 2 lanes per direction. The upgrade is approximately 2.1 km long

Section 2

From K13(R93/Ellenwood rd) to R28(K11) the road will be rehabilitated as the pavement is in bad condition. There is no traffic congestion in this part of Randfontein area. The section is approximately 12km long

Including checking intersection spacing for compliance with GDRT standards;

STANDARDS

The standards as described in Clause C3.1.4 shall apply.

PRESCRIBED DUTIES

The design of the works may include as many of the following as are necessary:

- i. Compliance with standards of Clause C3.1.4 above and in particular the GDRT Code of Procedure Road Design, Construction and Maintenance
- ii. Compilation and submission of a Detail Design Report and a Material Investigation Report.
- iii. Advising Department of Roads and Transport 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 Department of Roads and Transport' expense;
- iv. Advising Department of Roads and Transport, as may be necessary, upon the appointment of and brief to other professional engineers, architects and specialist advisers and arranging such appointment and consultations with such advisers in matters affecting the Works;
- v. Preparation of design plans, proclamation sketches if so instructed, drawings and estimates in accordance with Department of Roads and Transport'

current Codes, Manuals and Guidelines necessary for seeking approval of statutory authorities and beaconing of the road reserve.

- vi. Consultation on technical matters with authorities and interested parties other than those having rights or powers sanction;
- vii. Making modifications to the design of the Works about or dictated by the consultation aforesaid;
- viii. Advising Department of Roads and Transport regarding environmental requirements and attending to the same;
- ix. Identification and reporting on services and owners as well as relocations / protection measures required;
- x. The submission to Department of Roads and Transport of progress report as required indicating the progress made and the causes of delay, if any;
- xi. Reporting on property owners and land acquisition including provision of servitudes and other rights or restrictive conditions which may be registered on the property. Department of Roads and Transport must be notified immediately regarding unlawful occupation of land on the proposed route.

MEASUREMENT AND PAYMENT

Item

Unit

32.01 Initial Assessment Stage

- (a) Initial assessment (and review of lump sum (LS) available information)

The unit of measurement for pay item 32.01(a) shall be the lump sum. The sum tendered shall include full compensation for personnel, materials, printing and all other costs for the following:

- i) Consultation with Department of Roads and Transport or its authorized representatives
- ii) Preliminary investigation, gathering of information on as-built data, pavement structure, traffic, etc.
- iii) Visual inspection of the road including drainage elements, structures, road side furniture, road reserve, as well as unlawful road reserve occupation. The latter shall be reported immediately to Department of Roads and Transport
- iv) Advising Department of Roads and Transport as to the need for surveys of any kind using pavement surveillance equipment, investigations and tests where such are to be carried out

- v) Identifying sections where problems exist
- vi) Any other required matters
- vii) Compiling and submitting the Initial Assessment Report
- viii) Submitting to Department of Roads and Transport progress reports as required indicating the progress made and the cause of delay, if any.

(b) Travel and subsistence cost lumpsum(LS)

32.02 Detail Assessment Stage

- | | | |
|-----|--|---------------|
| (a) | Detailed assessment and investigations | lump sum (LS) |
| (b) | Travel and subsistence cost | lump sum (LS) |
| | | lump sum (LS) |
| | | lump sum (LS) |

The unit of measurement for pay item 32.02(a) shall be the lump sum. The sum tendered shall include full compensation for personnel, materials, printing and all other costs for the following:

- i) Identification, supervision and analysis of intrusive / field investigations and testing.
- ii) Identification and analysis of laboratory testing
- iii) Identification of drilling/geotechnical investigations
- iv) Identification of structural studies/investigations
- v) Identification of traffic engineering studies/investigations
- vi) Identification of services to be affected by the project work
- vii) Liaison with other authorities
- viii) Design for laybys, surfaced bicycle and pedestrian facilities (lanes/walkways)
- ix) Design of at grade intersections and access roads to adjacent properties
- ix) Detail Assessment report

Item

Unit

32.03 Survey Services

- | | |
|--|----------------------|
| (a) Survey Services from K15 to K11 | provisional sum (PS) |
| (b) Handling costs in respect of item 32.02(a) | percentage (%) |

The percentage tendered for handling costs under sub item 32.03(b) shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation, issuing of quotations/tenders in electronic and/or paper format and evaluation for the procurement of the sub-service, as well as handling fees and profit.

All surveys are carried out according to latest version of the employer's Code of Procedure: Road Design, Construction and Maintenance

The Provisional Sum item shall be paid in accordance with Clause C2.1.8.

Item	Unit
32.04 Environmental and Socio-Economic impact assessment Services	
(a) Environmental and socio-economic impact assessment services during design stage	provisional sum (PS)
(b) Handling costs in respect of item 32.03(a)	percentage (%)

The percentage tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation, issuing of quotations/tenders in electronic and/or paper format and evaluation for the procurement of the sub-service, as well as handling fees and profit.

The Provisional Sum is for undertaking an Environmental Impact Assessment for the project by a specialist sub-service provider. The Provisional Sum also provides for conducting a Social Impact Assessment to resolve public issues with affected communities and address potential impacts through the services of a specialist sub-service provider. The Provisional Sum item shall be paid in accordance with Clause C2.1.8.

Item	Unit
32.05 Road Materials Investigations and services for:	
P241/1 carriageway	
(a) P241/1 carriageway from K15 to D93	
(i) Road materials investigations	provisional sum (PS)
(ii) Handling cost in respect of item 32.05(a)(i)	percentage (%)
(b) P241/1 pavement rehabilitation from D93 to K11	
(i) Road materials investigations	provisional sum (PS)
(ii) Handling cost in respect of item 32.05(b)(i)	percentage (%)

The Provisional Sum tendered is for the materials investigation in accordance with the GDRT materials investigation manual and stability of cut/fill slopes by an **experienced** Geotechnical Engineer and the pay item shall be paid in accordance with Clause C2.1.8. The rate is to include all associated costs, including but not limited to accommodation of traffic, establishment of personnel and equipment, excavator hire, test pit excavation by hand, sampling of test pits and transportation of samples to a laboratory.

The percentage tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation issuing of quotations/tenders in electronic format and evaluation for the procurement of the sub-service, as well as handling fees and profit

Item**Unit****32.06 Traffic engineering**

(a) Traffic engineering studies and capacity analysis

Prov sum (PS)

The Provisional Sum tendered is for traffic engineering studies and/or investigations, identified during the detail assessment of the project that may be required to provide the required design outputs.

DETAILED DESIGN AND DOCUMENTATION STAGE**SCOPE**

The detailed design and documentation are for the following:

- Road P241/1 dual carriageway road from Adcock Road R588(D524/ K15) ends at K11(R28) (Main Reef Road)
- Rehabilitation of the existing P241/1 pavement to the required design standard where required;
- Geometric improvement of intersections
- Non-motorized transport facilities;
- Taxi laybys at intersections;
- Street lighting at major intersections;
- Protection and relocation of services;
- Preparation of tender documentation.
- (c) Geometric/safety improvements at all intersections including full design for accommodation of traffic.
- (d) Design of Street Lighting on P241-1
- (e) Submission of Geotechnical report
- (f) Submission of Detail Design Report
- (g) Full design of Non-Motorised Transport(NMT)
i.e. surfaced Cycle paths and Pedestrian walkways
- (h) Design of laybys at formalised intersections

•

STANDARDS

The standards as described in Clause C3.1.4 shall apply.

PRESCRIBED DUTIES

The preparation of all documents necessary to permit the Works to be tendered for or otherwise placed by Department of Roads and Transport including as may be necessary:

- i. Compliance with standards of C3.1.4 above and in particular the GDRT Code of Procedure, Road Design, Construction and Maintenance and the SANRAL Code of Procedure for the Planning and Design of Highway and Road Structures in South Africa;
- ii. Advice to Department of Roads and Transport including as to the necessity for setting out or staking out works, establishment of construction beacons and arranging for such to be carried out;
- iii. Advice to Department of Roads and Transport as to the need for any further surveys of any kind, analysis, tests or other investigations and land which may be required and arranging for these to be carried out and the compilation and submission of final materials report;
- iv. Preparation of designs inclusive of all calculations, drawings, specification and engineering schedules of quantities and acquisition sketches if so instructed in accordance with the requirements of Department of Roads and Transport' current appropriate Codes, Manuals and Guidelines. All land acquisitions shall be preceded by land audits as required by Department of Roads and Transport;
- v. Drafting or adapting specifications, project specifications, tender conditions, form of tender and conditions of contract in accordance with the requirements of the current Codes, Manual and Guidelines of Department of Roads and Transport database, if applicable;
- vi. Estimates of the cost of the Works, using current unit rates;
- vii. Advising Department of Roads and Transport regarding environmental requirements and attending to same as agreed with Department of Roads and Transport;
- viii. Identify and advise Department of Roads and Transport on communication channels, employment forums and issues impacting on the design. (This does not include arrangements for labour intensive or similar Projects)
- ix. The timeous arrangement for the relocation of any services which may disrupt the construction programme;
- x. The submission to Department of Roads and Transport of progress reports as required indicating the progress made and the causes of delay, if any.

MEASUREMENT AND PAYMENT

Item	Unit
33.01 Detailed Design and Documentation	
(a) P241/1 carriageway from R93 to K15	lump sum (LS)
Geometric/safety improvements at all intersections including full design for accommodation of traffic.	lump sum (LS)
Design of Street Lighting on P241-1	lump sum (LS)
Submission of Geotechnical report	lump sum (N)
Full design of Non-Motorised Transport(NMT) i.e. surfaced Cycle paths and pedestrian walkways	lump sum (LS)
Design of laybys at formalized intersections	lump sum (LS)
(b) Rehabilitation of existing P241/1 pavement from D93 to K11	lump sum (LS)
Rehabilitation of existing P241/1 pavement from D93 to K11	lump sum (LS)
<ul style="list-style-type: none">Strengthening of existing and/or additional pavement layers and surfacing constructed to new levels on existing alignment with no widening and full design for accommodation of traffic	
(c) Submission of Assessments Reports including Detail Report	

The unit of measurement for all the pay items on 33.01 shall be the lump sum. The sum tendered shall include full compensation for personnel, materials, reports, printing and all other costs for carrying out the detailed designs and documentation in accordance with the GDRT and/or SANRAL codes of procedure as applicable.

The rate tendered shall include full compensation for personnel, materials, reports, printing and all other costs for carrying out the detailed designs and documentation in accordance with the GDRT codes of procedure as applicable.

The unit of measurement for pay item 33.01(j) shall be the lump sum. The sum tendered shall include full compensation for all travel and subsistence associated with the Detailed Design and Documentation phase.

Interim payments for the lump sum tendered for each item will be claimable based on proven progress. The service provider shall provide a breakdown of the rate makeup for each payment item under the relevant Forms C3 of the Pricing Schedule.

Item	Unit
33.02 Occupational Health and Safety requirements	lump sum (LS)

The unit of measurement under pay item 33.02 shall be the lump sum. The sum tendered shall include for all costs associated with compliance with the Construction Regulations of the Occupational Health and Safety Act (No. 85 of 1993) as relevant for the design and documentation of the Works contract.

Item	Unit
33.03 Transfer of knowledge	
(a) Transfer of knowledge to departmental technical staff	provisional sum (PS)
(b) Handling cost in respect of item 33.03(a)	percentage (%)

The Provisional Sum for item 33.03(a) is for training, mentoring and transferring of skills to departmental technical staff by experienced staff of the Consulting Engineer. The Provisional Sum item shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for item 33.03(b) is for handling and associated costs in respect of item 33.03(a).

TENDER DOCUMENTATION STAGE

SCOPE

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

STANDARDS

The tender documentation for the Works Contract shall be compiled in accordance with the following:

- Conditions of Contract for Construction: FIDIC; 1999.
- Standard Specifications for Road and Bridge Works: COLTO; 1998.
- The Employer's pro-forma tender document.

The style, format and presentation of the tender documents shall be in accordance with the requirements listed in the Employer's pro-forma document.

TENDER DOCUMENTATION

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

VOLUME 1: The FIDIC Conditions of Contract for Construction, 1999 issued by the International Federation of Consulting Engineers (to be purchased separately by tenderers).

VOLUME 2: The Standard Specification for Road and Bridge Works for State Road Authorities, March 1998, issued by the Committee of Land Transport Officials (to be purchased separately by tenderers).

VOLUME 3: The Project Document, which includes Conditions of Tender, Particular Conditions of Contract, Scope of Works and Forms, all in accordance with the Employer's standard pro forma document.

VOLUMES 4 and 5: Books of Construction Drawings for tender purposes (if required).

VOLUME 6: Materials Investigation and Utilisation Information (if required by the Employer to be bound separately)

VOLUME 7: Environmental Management Programme (if required by the Employer to be bound separately).

For the purposes of this project the Service Provider shall compile and submit the required number of sets of contract documents (volumes 3 to 7 as relevant) In the format prescribed in Clause C3.4.3.1.

Submission procedure

The service provider shall adhere to the following process:

- i) Compile and submit three copies and one electronic copy of a draft Volume 3 (Project Document) in accordance with COLTO and the Employer's standard pro-forma document as well as three copies and one electronic copy of the draft Volumes 4-7 (if relevant and required) for the purpose of discussion with the Employer.
- ii) Attendance at meetings (including proposed Resident Engineer) with the Employer for the purposes of discussion and finalisation of the tender documentation.
- iii) Subsequent to discussion of the draft documentation, the service provider shall compile the final documents incorporating all the amendments arising there from. A record of all the amendments and/or discussions shall be provided separately. The documents shall be delivered to the Employer's head office with the employer's standard cover on or before the date specified in Clause C3.1.6.

In the event where draft documentation is of sub-standard/poor quality, the above-mentioned process will be repeated. In such circumstances the additional time spent by the Employer shall be paid for by the Service Provider as specified in Clause C3.8.3.

Tender Advertisement

The Employer will prepare and submit the tender advertisement to the relevant organisations.

MEASUREMENT AND PAYMENT

Item	Unit
34.01 Tender documentation	
(a) Preparation of draft Tender Documents	lump sum (LS)
(b) Tender document (A4 books)	number
(c) Reduced book of drawings (A2 books)	number
(d) Sepia Copies	sets

The unit of measurement under pay item 34.01(a) shall be the lump sum. The sum tendered shall include for the compilation of full set hard copies as well as one electronic copy of draft tender documents for discussion with the Employer.

Payment of the lump sum tendered shall be due on receipt, by the Employer, of the draft tender documents.

The unit of measurement under pay item 34.01(b) and 34.01(c) shall be the number. The rate tendered under payment item 34.01(b) and 34.01(c) shall include for all costs associated with the printing of final Tender Documents and drawing books, and shall include for all expenditure on labour and materials, communication, postage and packaging incurred by the service provider in the production of the documents (including drawings and plans) in accordance with Clause C3.4.3. Delivery of the documents shall be on or before the date specified in Clause C3.1.6.

The unit of measurement under pay item 34.01(d) shall be the number of complete sets of sepias of all the construction drawings. The rate tendered under payment item 34.01(d) shall include for all costs associated with the preparation of complete sets of sepias and shall include for all expenditure on labour and materials, communication, postage and packaging incurred by the service provider in the production of the sepias in accordance with Clause C3.4.3. Delivery of the documents shall be on or before the date specified in Clause C3.1.6.

SITE INSPECTION, TENDER PERIOD AND TENDER EVALUATION

SCOPE

This section covers the requirements and process for the Contractors' site inspection, tender period and evaluation of tenders received for the Works Contract.

STANDARDS

The Service Provider shall arrange and conduct the site inspection in accordance with the Employer's pro-forma document and standard requirements. The Tender Evaluation Report shall be compiled in accordance with the Employer's pro forma and standard requirements.

SITE INSPECTION

The Service Provider shall arrange and conduct a compulsory site inspection meeting for prospective tenderers for the Works Contract in accordance with the Employer's standard requirements, which shall, inter alia, include the following:

- i) Acquiring a suitable venue
- ii) If required, arranging a coach at the venue for the safe transport of prospective tenderers
- iii) Preparing the agenda and all necessary visual aids.
- iv) Compiling a site inspection information booklet for distribution to tenderers (Volume 8) if/where relevant
- v) Providing an attendance register in accordance with the Employer's requirements.
- vi) Chairing the meeting
- vii) Recording and distributing minutes of the meeting
- viii) Attending to any queries or points of clarification requested by tenderers during the tender period
- ix) Compilation and distribution of any addenda to the Tender Document.

- x) Informing the Employer of any potential alternative proposals of which notice has been received from tenderers.

The provision of refreshments and/or meals for those attending the site inspection or tenderers meeting shall be at the discretion of and to the account of the Service Provider.

Additional notes:

Unless otherwise instructed, 6 sets of tender documents, each with an additional schedule of quantities (unbound) shall be available at the site inspection.

The fee for the tender documents must be collected from the person taking them, names and addresses recorded and all passed on to the Employer. In the case of payment by cheque, the name of the company must be clearly printed on the cheque and the cheque made payable to Gauteng Department of Roads and Transport (GDRT)

PROCEDURE AT SITE INSPECTION

The site inspection meeting shall start strictly at the time as advertised. Only then will the Employer's Representative circulate the attendance register for completion. This may take 10-15 minutes. During this time latecomers may enter. On completion of the attendance register by all present the Employer's Representative will:

- (a) read out from the collected lists calling for confirmation that all have signed
- (b) ensure that the date of the Inspection or Meeting is recorded on the Attendance Register
- (c) cross out any unused space below the last entry
- (d) write his name and sign the Attendance Register in the appropriate places
- (e) close the door and not allow any latecomers to enter.

Thereafter the Employer's Project Manager will open the meeting by introducing herself/himself and welcoming all present. She / He will then introduce the Employer's personnel, the Employer's agent, if any, (for example, a Provincial Government representative) and the Employer's Service Provider.

She/He may then hand over to the Service Provider who will, thereafter, conduct the meeting along the following lines:

The Agenda for the meeting and the arrangements for the day should be outlined. The stages of the proceedings will include the following:

- Announce any amendments made to the tender documents (including change to date for submission of tenders).
- Describe the works with as much detail as is required for specific items or operations.
- Invite questions.
- Remind those present that, before leaving, they must complete and sign the "FORM A: CERTIFICATE OF TENDERER'S VISIT TO THE SITE" and have it signed by the Employer's Representative.

Description of the works should include the requirements in respect of the Engineer's office accommodation.

Estimate:

It is sound practice not to divulge the estimate for the project. Knowledge of the estimated cost can influence the values of tenders submitted and it is not unknown for estimates to be significantly out of the range of the tenders received and short-listed for detailed evaluation.

C3.5.4. TENDER OPENING AND TENDER EVALUATION

The Service Provider shall be represented at the opening of tenders for the Works Contract that shall take place at the Employer's head office. The Tender Documents shall then be taken (after signing for the receipt thereof) by Service Provider for the purpose of tender evaluation.

The Service Provider shall evaluate all tenders received and compile a Tender Evaluation Report, including recommendations. During tender evaluation, the service provider shall:

- Assess all tenders received with respect to responsiveness.
- Identify and call for any additional information that may be required from tenderers in terms of the Conditions of Tender for the Works contract and ensure that the relevant replies are taken into account in the evaluation process.
- Advise tenderers, in terms of Conditions of Tender 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, which shall be taken into account in the tender evaluation process.
- Check and assess the BEE scorecard of all competitive tenderers

The Service Provider shall, during the tender evaluation, liaise closely with the Employer 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 requirements of the Employer's pro forma document with respect to content and format. Two hard copies as well as one electronic copy of the tender Evaluation Report shall be submitted to the Employer on or before the date specified in clause C3.1.6.

C3.1.5 ALTERNATIVE TENDERS

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

Any alternative tenders of a substantive nature which may have potential economic and or engineering merit shall be analysed by the Service Provider with recommendations included in the Tender Evaluation Report. Payment for any such analysis shall be claimable on a time basis for the appropriate staff level required at the rates tendered in accordance with clause C3.1.6. The Service Provider shall submit a motivation, together with a cost estimate, to the Employer for approval prior to commencing with any additional detailed design analysis. Assessment and evaluation of alternative tenders pertaining to, for example, alternative seal or asphalt types, changes to contract period or such like shall not be subject to additional payment.

MEASUREMENT AND PAYMENT

Item	Unit
35.01 Site inspection and tender period	
(a) Service Provider's costs	lump sum (LS)
(b) Hiring of venue and/or coach	prime cost sum (PC)
(c) Handling costs in respect of item 35.01(b)	percentage (%)

The lump sum tendered under this pay item shall include for all costs (excluding those for which a Prime Cost Sum has been provided) incurred by the Service Provider with respect to its obligations for site inspection and tender period as specified in Clause C3.5.3 and C3.5.4.

The Prime Cost Sum items shall be paid for in accordance with Clause C2.1.8. The tendered percentage is a percentage of the amount actually spent under these provisional sums, which shall include full compensation for the handling costs of the Service Provider.

Item	Unit
35.02 Tender evaluation report	
(a) Tender Evaluation	lump sum (LS)
(b) Evaluation of alternative tenders	provisional sum (PS)
(c) Mark-up in respect of item 35.02(b)	percentage (%)

The lump sum tendered under pay item 35.02 (a) shall include for all costs associated with the compilation and production of two hard copies and one electronic copy of the Tender Evaluation Report in accordance with Clause C3.5.4. Payment of the lump sum will be made on receipt and acceptance by the Employer of the Tender Evaluation Report.

The Provisional Sum item shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for item 35.02(c) is for mark-up and associated costs in respect of item 35.02(b).

CONSTRUCTION

PRESCRIBED DUTIES

The administration and other services in connection with the carrying out of the works, including as may be necessary:

- i. The timeous arrangement for relocation of any services which may disrupt the construction programming if applicable;
- ii. Arranging and attending site inspections and furnishing information to prospective tenderers and selected sub-contractors if required;
- iii. Analysis of tenders and submission of recommendations on the acceptance of tenders and selected sub-contractors if required;
- iv. Advising Department of Roads and Transport on alternative designs and tenders but excluding detailed inspection, reviewing and checking of alternative designs and drawings submitted by any tenderer;
- v. Checking Contractor's drawings of structures, plant, equipment and systems for the permanent Works for conformity with design requirements but excluding detailed checking of manufacture and installation details for erection or installation of temporary formwork;
- vi. Appointment of suitable, able and capable site staff, to Department of Roads and Transport' approval together with the administration of such staff;
- vii. Arranging and attending monthly site meeting and keeping minutes of meetings;
- viii. Making arrangement on behalf of Department of Roads and Transport 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;
- ix. Fulfilling all functions and obligations stated or implied for the engineer, and delegated to the Engineers Representative, in Department of Roads and Transport' General Conditions of contract, Standard Specifications, Special Conditions or Project Specifications or any other document applicable to the control and administration of a contract;
- x. Issuing instructions to the contractor, co-ordination and generally inspecting the execution of the Works for compliance with the contract at such intervals as required by Department of Roads and Transport for the purpose of the proper inspection of the Works, directing site staff but excluding detailed and day to day supervision /inspections of the Works and site administration;
- xi. Advising Department of Roads and Transport 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 the current appropriate Codes, Manuals and Guidelines of, and all the expenses of Department of Roads and Transport;
- xii. Arranging for the carrying out of performance or acceptance tests and surveys as well as related correlation testing as required by Department of Roads and Transport;

- xiii. Monitor and report on training, development and empowerment programmes undertaken by the Contractor;
- xiv. Checking and controlling of quantities measured and agreed by the Contractor and the site supervisory staff and settling the disputes which may arise in this regard;
- xv. Issuing certificate for payment to Contractors and agreeing on quantities with the Contractor;
- xvi. Advising Department of Roads and Transport on disputes or differences that may arise between Department of Roads and Transport and the Contractor, except for litigation and mediation;
- xvii. Issuing variation orders and extra work orders, as agreed with and approved by Department of Roads and Transport;
- xviii. Provide Department of Roads and Transport within 3 months of completion of the Works, with such materials as as-built records and all other “as built” plans, construction reports and operation and maintenance of the Works and preparing such documents as may be necessary to co-ordinate the drawing and manuals provided, in accordance with the current appropriate Codes, Manuals and Guidelines;
- xix. Provide Department of Roads and Transport with progress and other reports on all aspects of material importance regarding the Works;
- xx. Attend to such matters as may arise during the defects liability period for the Works;
- xxi. Notifying Department of Roads and Transport as a matter of urgency regarding unlawful land occupation.

PROVISION OF SITE STAFF

- i. Should Department of Roads and Transport require the Service Provider to provide site staff, the Service Provider shall appoint to the satisfaction of Department of Roads and Transport such competent site staff as may be necessary for the efficient checking of setting out, testing of the Works for conformance with specification, day-to-day inspection of the construction of the Works on site, and agreeing to quantities with the Contractor’s representatives.
- ii. The Engineer’s Representative, and his appointment to undertake the supervision, shall be approved by Department of Roads and Transport as being acceptable. His appointment will on no account relieve the Engineer of any of the obligations entrusted to him.
- iii. Where a full complement of site staff is not appointed, the Service Provider shall provide such additional services as are necessary for carrying out the functions described in sub-section C3.6.1 above.

- iv. The Service Provider shall submit applications approval by Department of Roads and Transport of the personnel structure and details of the staff on the prescribed forms together with a detailed breakdown of their remuneration packages, which are to be signed by an external auditor.

ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

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 Employer.

STANDARDS

The Service Provider shall administer and monitor the Works Contract in accordance with the following requirements and guidelines:

- Government legislation.
- The Contract Documents as issued for the Works Contract.
- The Employer's manuals of procedures and guidelines.
- Current industry good practice.

FULFILLING THE FUNCTIONS OF THE CONTRACT ENGINEER

(a) Appointment of the Engineer

The appointed Engineer for the project shall be that person listed in the tender who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the GCC 2010 (2nd Edition) general conditions of contract. The Engineer shall be a registered professional engineer with the Engineering Council of South Africa or other international body recognised by the Employer, with at least 10 years relevant experience. Any alternative person to that offered in the tender shall possess similar competencies and experience and shall only be approved by the Employer if such alternative offer is as a result of genuine unforeseen circumstances.

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

- i) Conduct meetings with affected communities and relevant forums at design stage, if necessary, to establish communication channels and to determine issues impacting on the tender and 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 Employer 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 Employer'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 Employer 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) Arranging for the carrying out of performance or acceptance tests and surveys as required by the Employer.
- ix) Approve all materials and or surfacing designs as may be required.
- x) Monitor and report on training, development and empowerment programmes committed to by the Contractor in relation to his tendered Contract Participation Goals.
- 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 and/or Minerals and Energy legislation.
- xiii) Checking and controlling of quantities measured and agreed by the Contractor and the site supervisory staff and settling any disputes that may arise in this regard.
- xiv) Issuing certificates for payment to the Contractor in accordance with the conditions of contract.
- xv) Advising the Employer on disputes or differences that may arise between the Employer and the Contractor, except for litigation and mediation.
- xvi) Issuing variation orders, as agreed with and approved by the Employer.
- xvii) Provide the Employer with progress and other reports on all aspects of material importance regarding the Works.

- xviii) Identification of risks to the Employer under the Works Contract, as well as communicating mitigations measures to the Employer.
- xix) Provide the Employer within 3 months of issuing the Taking-over 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 Performance Certificate for the Works contract.
- xx) Certain construction monitoring duties may be delegated to a Resident Engineer who shall be a registered professional engineer or registered professional technologist with ECSA or any other international body recognized by the Employer, with at least 5 years relevant experience.

(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 for a period of at least 5 (five) years after the defects 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 Employer, as his appointed agent, as contemplated in the construction Regulations 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. 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 Employer’s representative.

CONTRACT DOCUMENTS FOR THE WORKS

The service provider shall, within 14 (fourteen) days of the award of the contract, prepare 2 (two) sets of contract documents for signature and 1 (one) electronic copy in *.pdf format. These documents shall be prepared in accordance with the requirements listed in the Employer’s Pro Forma document and shall be submitted together with the successful tenderer’s original tender. The number of additional sets

of contract documents for use by the Engineer and his site staff shall be at the discretion of the service provider.

The following shall be bound at the back of Volume 3, or bound together as a separate volume together with a table of contents:

- (i) All addenda issued, together with proof of issue, proof of receipt, completed and signed by the successful tenderer.
- (ii) All letters, statements and documents submitted by the successful tenderer with his tender.
- (iii) All correspondence between the Service Provider and the successful tenderer prior to tender acceptance.
- (iv) The Employer's letter of acceptance of tender.
- (v) The Contractor's letter of acceptance, including any conditions.

The contract documents shall comprise all the documents mentioned above, together with Volumes 1 and 2 and the performance guarantee, which shall remain separate documents.

The Engineer shall assess the performance guarantee provided by the Contractor for conformance with the pro forma wording in the tender documentation and if satisfied, shall thereafter submit it to the Employer for safe keeping.

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, Employer's standard requirements and industry good practice.

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

- i) Resident engineer
- ii) Assistant resident engineer/s
- iii) Senior Materials technician
- iv) Surveyor team
- v) Trainee (student)
- vi) Public Liaison Officer

Provision has been made in the Pricing Schedule for survey services either on a full time or part time basis as appropriate for the scope of the Works. Where survey services are to be undertaken part time, the hourly rate shall include all costs associated with the provision of such services including survey assistants, equipment, computers, printers etc.

The competence and experience of the tenderer's proposed key personnel shall form part of a negotiation between the Employer and the Service Provider. The minimum requirements for qualification and experience of the resident engineer is

specified in Clause F3.11.9. The minimum requirements for the senior material technician shall be 10 years relevant experience.

The Employer 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 Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

(b) Relocation of site staff

Provision has been made in the Pricing Schedule for the costs to relocate individual members of the supervisory team to site.

(c) Accommodation

Appropriate housing for the supervisory team (with the exception of a part time surveyor) will be provided under the Works Contract. In the event that the contract period does not justify full relocation of staff and families, the Employer may approve temporary accommodation such as a bed & breakfast establishment in lieu of rented housing. In such approved instances, only the basic accommodation costs (excluding meals) will be payable under the Works Contract. Any allowances for meals, services etc. shall be deemed to be included in the monthly rate tendered for the relevant staff.

Accommodation of the site staff shall be located as near to the location of the Works as may be practically possible.

(d) Trainee personnel

A Provisional Sum has also been included in the Pricing Schedule to cover the costs of a trainee on site and/or in the design office of the service provider. The objective is to afford a locally based university or Technikon student/s mainly from the historically disadvantaged group the opportunity to receive experiential training. The appointment of any such trainees, their length of time on site, as well as the monthly allowance to be paid, shall be approved by the Employer. The Service Provider shall, if ordered by the Employer, identify any such local trainees for temporary appointment and implement and monitor appropriate training in accordance with the tertiary institutions requirements.

(e) Establishment of site office

Provision for the erection and maintenance of a site office building, all related services and supply of office furniture will be made under the Works Contract. The Service Provider shall however provide all cell phones, photo copiers, fax machines, personal computers and printers.

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 specifications 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 Employer'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.
- Site audits, inspection, quality control testing, approval, rejection of work.
- Measurement and certification of completed work inclusive of cash flow forecasts.
- Regular Site Meetings with Contractor and Employer.
- Monitoring of the Contractor's third party claims.
- Monitoring and reporting of Contractor's CPG commitments.
- Supervision of traffic accommodation arrangements.
- Statutory control functions.
- Attend public liaison committee meetings.
- Monitoring and reporting of the project's EMP requirements.
- Implement the Engineers requirements in terms of compliance with the OH&S Act.
- Monitor the Contractor's compliance with the OH&S Act.
- Compile all reports and as-built data in accordance with the Employer's standard requirements.

TRANSPORT FOR SITE SUPERVISORY / LABORATORY STAFF AND ADDITIONAL SERVICES

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified in Clause C3.7.6 above, including materials sampling and testing. 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 Employer, shall be claimable. Travel costs incurred as a result of week end travel by site staff to their place of permanent residence shall not be claimable and shall be deemed to be included in the monthly rate tendered for the relevant site staff.

Travel log sheets for each vehicle utilised shall be certified by the Engineer and included under cover of the payment certificates submitted to the Employer. The kilometre rate for all travel in excess of 3000 kilometres per vehicle per calendar month shall be reduced and paid for at 60% of the rate.

The kilometre for all supervisory/laboratory staff shall be limited to a Category A and B type vehicle with a 1800 Engine Volume cc in accordance with the table below.

Schedule of Travel Tariffs (cents per kilometre)

Engine Vol (cc)	A	B	C	D
Up to 1400	227 + 7.24 x PP	179 + 9.8 x PP	-	-
1401-1600	284 + 7.88 x PP	179 + 9.8 x PP	-	-
1601 – 1800	284 + 7.88 x PP	204 + 9.8 x PP	-	314 + 7.88 x PP
1801 – 2000	323 + 8.77 x PP	282 + 9.8 x PP	311+ 9.8 x PP	421 + 8.77 x PP
2001 – 2501	428 + 10.56 x PP	285 + 13.1 x PP	315 + 13.1 x PP	469 + 10.56 x PP
Over 2501	482 + 10.98 x PP	366 + 13.8 x PP	456+ 13.8 x PP	482 + 10.98 x PP

NOTE:

- The tariffs in this table are fixed for 1 (one) year only (April-March of each year) after which the revised tariffs will be applicable regardless of the Stage of the Project.
- “PP” is the lowest octane rating petrol price in Rand, for the month, in Gauteng. The “PP” rate can be downloaded from the AA website www.aa.co.za on a monthly basis.

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
- C - Four wheel drive light delivery vehicle (single and double cab)
- D - Mini busses (up to 15 seater)

ADMINISTRATION DURING THE DEFECTS NOTIFICATION PERIOD

The Service Provider shall administer the Works Contract during the period subsequent to the issuing of the Taking-Over Certificate of the Works up to and including the issuing of the Performance Certificate to the Contractor. Such administration shall be in accordance with the following requirements and guidelines:

The Contract Documents as issued for the Works Contract
 The Employer’s pro-forma project document and standard requirements
 Current industry good practice

The Service Provider shall undertake a full inspection of the Works to identify any defects or non-conformance prior to the issuing of the Performance Certificate to the Contractor. The inspections shall be undertaken by the Engineer and Resident Engineer for the Works or, failing the availability of one or both of them, a person having sufficient knowledge of the work to be assessed.

DUTIES OF THE PUBLIC LIAISON OFFICER

- (i) To be available on site daily during normal working hours and at other times as the need arises. His/her normal working day and his/her period of employment will be mutually agreed upon between the Employer and Engineer.
- (ii) To determine, in consultation with the Contractor, the needs of the labour for relevant training.
- (iii) To communicate daily with the Contractor and the Engineer to determine the labour requirements with regards to numbers and skill, to identify possible labour dispute and to assist in their resolution.
- (iv) To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he/she will attend the first part of the monthly/site meeting to report on the local community labour and SMME involvement.

- (v) To inform labour of their conditions of temporary employment and to inform labourers as early as possible when their period of employment will be terminated.
- (vi) To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- (vii) To keep a daily written record of his/her interviews and project liaison.
- (viii) All such other duties as agreed upon between all parties concerned.

MEASUREMENT AND PAYMENT

Item	Unit
36.01 Preparation of Works contract documents	lump sum (LS)

The lump sum tendered under this pay item shall be for the preparation of 2 (two) Contract Documents for signature by the Employer and the appointed Contractor for the Works and 1 (one) electronic copy in *.pdf format in accordance with Clause C3.7.4. The sum tendered shall include for all expenditure on labour, materials, communication, postage and packing incurred by the Service Provider in the production and delivery of the documents. Payment of the lump sum will be made on receipt of 2 (two) copies of the Contract Documents and 1 (one) electronic copy in *.pdf format, as specified, by the Employer. The cost of producing any additional copies for use by the Service Provider shall be deemed to be included in the lump sum tendered for this item.

Item	Unit
36.02 Engineer and Head Office	
(a) Duties of the Engineer	month
(b) Head Office overhead costs	month
(c) Occupational Health & Safety obligations	
(i) Continuous compliance and monthly internal audits	month
(ii) External audits	provisional sum (PS)
(iii) Handling costs in respect of item 36.01(c)(ii)	percentage (%)
(d) Monthly Technical Meeting and inspection of work by the designer	month
(e) Monthly Site Meeting and site visit	month

The unit of measurement under pay items 36.02(a) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence, submission of reports and all other things associated with fulfilling the duties of the Engineer as specified in Clauses C3.6.1 and C3.7.3(a).

The unit of measurement under pay item 36.02(b) shall be the rate per calendar month (pro rata for part of a month). The tendered rate shall include for all overhead costs, including levies, taxes, insurances, provision of sureties, profit etc. associated with the engineering services as specified in Clause C3.7.3(b).

The unit of measurement under pay item 36.02(c)(i) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence of the Occupational Health and Safety Specialist for fulfilling the Service Providers obligations as the Employer's agent with respect to the requirements of the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993).

The services required under 36.02(c)(ii) shall be undertaken by an independent auditor whom the Service Provider shall procure and be approved by the Employer. The provisional sum shall cover all the independent auditor's costs for travel, accommodation and fulfilment of the service (including reports). The provisional sum shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for handling costs under 36.02(c)(iii) shall include for all costs associated with the planning, scheduling, compilation of quotations, issuing of **3 (three)** quotations in electronic and/or paper format and evaluation for the procurement of the sub-service, as well as handling fees and profit.

The unit of measurement under pay item 36.02(d) and (e) shall be the rate per month (pro rata for part of a month). The tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence and all other things associated with fulfilling the duties as specified in Clause C3.7.3(d).

Payment under these pay items may only be claimed from the date of official handover of the Works to the Contractor up to and including the issue of the Taking-Over Certificate.

Item	Unit
36.03 Establishment of supervisory personnel and office equipment on site	
(a) Establishment of personnel and equipment	Prime Cost Sum
(b) Mark-up in respect of item 36.03(a)	percentage (%)

The unit of measurement under this pay item shall be the prime cost sum for the supervisory personnel to be established on site.

Payment under this pay item shall be determined 3 months prior to commencement of the Works Contract. The Employer shall provide the Service Provider with the minimum personnel component required for the site supervision as well as key personnel's minimum required qualifications and/or experience. The Service Provider shall provide the Employer with a detailed cost estimate for the establishment of each required and/or proposed personnel member.

The estimate shall include full compensation for all costs related to establishing the individual supervisory personnel on site and their removal after completion of the

Works, and shall include all travelling costs, furniture removal costs if required, etc. The estimate shall also include for establishing of all office equipment (including computers and printers) on site and all associated costs.

The prime cost sum shall be payable in two instalments as follows:

- 50% of the sum tendered when the team and office equipment has established on site.
- 50% when the team and equipment has disestablished from site.

The prime cost sum shall be paid for in accordance with Clause C2.1.8.

The rate tendered for items 36.03(b), shall include full compensation for all other expenses related to the establishment the supervision personnel and office equipment.

Item	Unit
36.04 Monitoring of the Works Contract	
(a) Supervisory personnel	
(i) Resident Engineer (Roads and Bridges)	Prime cost sum (PC sum)
(ii) Assistant Resident Engineer (Roads)	Prime cost sum (PC sum)
(iii) Assistant Resident Engineer (Bridges)	Prime cost sum (PC sum)
(iv) Clerk of Works (Roads)	Prime cost sum (PC sum)
(v) Clerk of Works (Bridges)	Prime cost sum (PC sum)
(vi) Officer: Accommodation of traffic	Prime cost sum (PC sum)
(vii) Senior Materials Technician	Prime cost sum (PC sum)
(b) Mark-up in respect of item 36.04(a)	percentage (%)
(c) Survey team	
(i) Surveyor team - including all equipment and assistants	Prime cost sum (PC sum)
(ii) Mark-up in respect of item 36.04(c)(i)	percentage (%)
(d) Provision of office equipment	month
(e) Trainee	provisional sum (PS)
(f) Handling costs in respect of item 36.04(e)	percentage (%)

The unit of measurement for pay item 36.04(a) shall be the Prime Cost. Payment under this pay item shall be determined 3 months prior to commencement of the Works Contract. The Employer shall provide the Service Provider with the minimum personnel component required for the site supervision as well as key personnel's minimum required qualifications and/or experience. The Service Provider shall provide the Employer with a detailed cost estimate for each required and/or proposed personnel member. The cost estimate shall provide for each personnel member's total annual cost of employment (TACE). The total annual cost of employment (TACE), as borne by the Consulting Firm, shall mean:

- (i) Basic salary
- (ii) Other benefits not reflected in the basic salary, which may include:
 - Normal annual bonus but excluding any performance bonuses or merit bonuses;
 - Consulting Firm's contribution to medical aid;
 - Group life assurance, accident and disability insurance;
 - Pension/Provident Fund contributions by the Consulting Firm;
 - Disability Insurance;
 - Allowances forming part of the remuneration package which are pensionable (car allowances etc.);
 - Computer and cellphone allowance if part of package;
 - Other justifiable costs and allowances approved by the Employer.
- (iii) Costs payable due to all applicable statutory requirements such as:
 - Workmen's compensation fund contributions;
 - Unemployment insurance contributions;
 - Regional Services Council Levies.

The rates provided shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Taking-Over Certificate for the Works contract. It shall further be a maximum amount in the event of replacement staff becoming applicable. Should any of the proposed personnel not be available at the start of construction a replacement will be evaluated and if approved his/her monthly salary based on TACE will become applicable. The TACE is to be verified by means of an audited statement.

The rate tendered for items 36.04(b), shall include full compensation for all other expenses related to the employment of the relevant personnel. These expenses shall include but not be limited to any additional allowances (whether for site, week-end travel or otherwise), levies, bonuses, handling cost and profit. The ratio of the mark-up shall be maintained in the event that the rates, based on TACE, are adjusted in case of staff replacement. 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 Employer.

Accommodation for full time personnel shall be provided through the Works Contract.

The unit of measurement for pay item 36.04(c)(i) shall be the prime cost sum for part time survey services on site. The rate tendered shall include full compensation for all costs including, *inter alia*, the following:

- i) Personnel (including survey assistants)
- ii) Equipment (including computers, etc)
- iii) Transport
- iv) Subsistence

The rate tendered shall only be applicable for time actually spent on site and shall exclude travelling time to site.

The percentage tendered for item 36.04(c)(ii) is for mark-up and associated costs in respect of item 36.04(c)(i).

The unit of measurement for pay item 36.04 (d) shall be the rate per calendar month (pro rata for part of a month). The rate tendered for office equipment shall include full compensation for supplying and maintaining all office equipment, and incidentals required for carrying out administration, supervision and inspection of the Works in accordance with Clause C3.7.6 including:

- i) Cell phones, including rental and call charges.
- ii) All safety equipment for supervisory and laboratory personnel in accordance with the OH&S requirements (e.g. safety jackets, orange lights, boots, etc.).
- iii) All equipment including copier rental, fax machine, consumables, stationary etc.
- iv) Digital camera
- v) All necessary computer hardware, software, printers and modems and associated consumables.
- vi) Any other items necessary for the capture of all relevant data required for administering the contract and reporting to the Employer

One landline, including rental and call costs for work related office and fax usage shall be provided through the Works Contract.

The provisional sum under pay item 36.04(e) is to cover the costs of a trainee on site as specified in Clause C3.7.5. The provisional sum item shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for handling costs under pay item 36.04(f) shall include for all costs associated with the sourcing, employment, training, mentoring, scheduling, compilation of reports for the trainee, in order for him/her to complete their studies or to aid them to register with a Professional body, as well as handling fees and profit.

Item	Unit
36.05 Transport for site personnel and additional duties	
(a) Travelling to perform duties	provisional sum (PS)
(b) Handling cost in respect of item 36.05(a)	percentage (%)

The provisional sum is to cover the cost of travelling to perform the duties as specified in Clause C3.7.6 and any additional duties as may be ordered by the Employer. The provisional sum shall cover all costs associated in providing transport as specified in Clause C3.7.7. The rate for transport in excess of 3000km per vehicle per month shall, however, be reduced and paid for at 60% of the rate. Completed log sheets for each vehicle shall be certified by the Engineer and included in the monthly payment certificate.

The percentage tendered for handling cost under pay item 36.05(b) shall include for all costs associated with providing transport for site personnel, as well as handling fees and profit.

Item	Unit
36.06 Project Close-out and administration during the defects notification period	Lump sum (LS)

The unit of measurement shall be the lump sum. The sum tendered shall include for all costs, including personnel, transport and subsistence costs, associated in undertaking the administrative duties during the defects notification period and carrying out a final inspection of the Works prior to the issuing of the Performance Certificate to the Contractor.

The costs to undertake the project close-out process and the submission of a close-out documentation (reports and record data) is included in the lump sum.

ADDITIONAL DUTIES

SCOPE

This section covers additional work, duties etc. that the Service Provider may be required to undertake over and above the normal duties and obligations as specified in the project

STANDARDS

The Service Provider shall undertake all additional duties as ordered by the Employer in accordance with:

- The Contract Documents as issued for the Works Contract
- The Employer's pro-forma project document
- The Employer's standard requirements
- Current industry good practice

ADDITIONAL DUTIES

(a) By the Service Provider

The Employer may order additional duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not be limited to:

- Alterations to the scope of Works
- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects Notification Period
- Diverse other services etc.

Allowance is made in the Pricing Schedule for payment on a time basis for any such additional services that may be required. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer 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.

Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

(b) By the Employer

Additional duties performed by the Employer may involve, but not be limited to:

- re-evaluation of any replacement personnel by the Tender Evaluation Panel
- proof reading draft documentation submitted more than once

Allowance is made in the Pricing Schedule for payment on a time basis for any such service performed more than once.

MEASUREMENT AND PAYMENT

Item	Unit
37.01 Additional duties by the Service Provider	
(a) Personnel - Category A	hour (hr)
(b) Personnel - Category B	hour (hr)
(c) Personnel - Category C	hour (hr)
(d) Personnel - Category D	hour (hr)

The rate tendered shall be for the carrying out of any additional duties extra-over the normal Services as specified and as ordered by the Employer. The rates tendered shall include for all personnel costs including overheads and profit. Transport, if required, shall be paid at the rates under payment item 36.05.

Contract price adjustment shall be applicable in accordance with Clause C2.1.6.

Item	Unit
37.02 Additional duties by the Employer	
(a) Personnel - Category A	hour (hr)
(b) Personnel - Category B	hour (hr)
(c) Personnel - Category C	hour (hr)

The unit of measurement shall be the hour for all categories of Employer personnel utilised for additional duties. The provided negative rate shall be for carrying out additional duties as specified in Clauses C3.1.7, C3.4.3.1 and C3.7.5.

C3.9 MATERIALS INVESTIGATION AND TESTING

C3.9.1 SCOPE

This section covers the requirements for the provision of the following services by an internal or external sub-service provider:

- Existing pavement: pavement test pitting, profiling by prescribed specialist and material sampling and testing during assessment/design phase.
- New roads: gravel borrow pit and/or natural ground test-pitting sampling and testing during design phase.

C3.9.2 STANDARDS

The excavation, profiling and sampling of all test pits shall be undertaken in conformance with the current specifications of the Employer for such work (Materials Investigation and Pavement Design Manual) and the SAICE Code of Practice (2003): The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes.

Where required, all traffic accommodation measures shall conform to the requirements specified in the South African Road Traffic Signs Manual: Volume 2: Chapter 13.

All laboratory testing shall be carried out in SANAS accredited facilities. All material testing shall be carried out strictly in accordance with the relevant TMH 1, SANS etc. test methods.

C3.9.3 PAVEMENT INVESTIGATIONS / TESTING: DESIGN PHASE

(a) Establishment of personnel and equipment

The sub-service provider shall establish on site all staff, equipment and tools necessary to undertake the work in the most efficient manner.

(b) Pavement test-pitting and sampling

All test pits shall be excavated in accordance with the M1 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.

During the process the sub-service provider shall adhere to the guidelines contained in the SAICE Code of Practice: The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes.

All test pits shall be profiled and sampled in accordance with the current specifications of the Employer for such work and industry good practice.

All test pits shall be backfilled utilizing material which is at least of a similar quality as that removed from the relevant horizon. The upper 150mm horizon shall consist of at least G2 quality material stabilized with 2% emulsion and 1% cement. The surfacing shall consist of hot/cold asphalt or prefabricated seal patches as appropriate to the existing surfacing and traffic/road class. Compaction shall be by appropriate compaction equipment in layers not exceeding 150mm.

(c) Traffic accommodation at intrusive testing/sampling sites

Where traffic accommodation is to be undertaken by the Employer's routine road maintenance contractor, the Service Provider shall timeously liaise with the Employer and his appointed route manager in order to program the service. The cost of this work will be for the account of the appointed Service Provider and will not be borne by the Routine Road Maintenance contractor.

(d) Dynamic Cone Penetration (DCP) testing

Dynamic Cone Penetration (DCP) testing shall be carried out in accordance with the standard test method. Appropriate drilling equipment shall be utilized to penetrate asphalt, highly stabilized or cemented layers prior to proceeding with the testing. Results of DCP testing shall be produced in a format enabling full assessment of the various pavement layers to be done.

Traffic accommodation requirements shall be in accordance with sub clause 3.9.3(c)

(f) Coring in pavement layers

Coring shall be carried out utilizing appropriate equipment. Payment for coring shall be included in the lump sum tendered for the N3 pavement rehabilitation.

Traffic accommodation requirements shall be in accordance with sub clause 3.9.3(c)

(g) Transport of samples to laboratory

All samples shall be securely fastened, labelled and transported to the laboratory appointed to carry out the required testing. Payment for sampling and transporting shall be included in the lump sum tendered for the applicable road materials investigations.

C3.9.4 BORROW PIT AND/OR ROAD BED INVESTIGATIONS

(a) Establishment of personnel and equipment

The sub-service provider shall establish on site all staff, equipment and tools necessary to undertake the work in the most efficient manner.

(b) Hire of excavator

Where an excavator is required to excavate the test pits, the Service Provider shall source such plant on a plant hire basis. The Service Provider shall determine the required capacity of such plant appropriate to the expected material category and call for quotations from locally based plant hire firms. All test pits shall be excavated in accordance with the current specifications of the Employer for such work and industry best practice. The depth of the test pits shall be as required by the design engineer but in all instances shall conform to the requirements contained in the SAICE Code of Practice: The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes.

The excavation of test pits by mechanical means shall be done in such a manner so as to prevent any contamination of the specific soil/gravel horizons encountered.

(c) Test pit excavation by hand

All test pits shall be excavated in accordance with the M1 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 1200mm, or deeper if so specified by the design engineer. During the process the sub-service provider shall adhere to the guidelines contained in the SAICE Code of Practice: The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes.

All test pits that are required to be left open and unattended shall be secured by means of appropriate fencing and danger tape.

At the commencement of excavation, all topsoil shall be stockpiled separately and replaced after completion of the backfilling operation.

(d) Sampling of test pits

All test pits shall be profiled and sampled in accordance with the current specifications of the Employer for such work and industry good practice.

All test pits shall be backfilled utilizing excess material excavated and additional material to ensure that there will be no unsafe depressions. The backfill shall be compacted sufficiently to ensure that no significant settlement occurs subsequent to completion of the investigation.

(e) Transport of samples to laboratory

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

Payment for borrow pit, commercial sources and road bed investigations is covered under Pay Item 32.04 in the Pricing Schedule.

C3.9.5 LABORATORY TESTING

Provision for the costs of any laboratory testing by an external sub-service provider has been included under a Provisional Sum item in the Pricing Schedule. 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 TMH1, SANS or any other relevant standard test method.

After completion of the assessment/investigation stage, the design engineer shall submit a schedule of all envisaged testing to the Employer for approval prior to commencing therewith.

Only approved testing quantities and valid test results shall be eligible for payment.

Where testing is carried out under a Provisional Sum the percentage handling fee tendered in the Pricing Schedule shall include for all the Service Provider's costs associated with:

- compiling a schedule of all envisaged work
- production of a document for procurement purposes (including printing, etc)
- calling for quotations/tenders
- evaluation of quotations/tenders received and recommendations to the Employer.
- handling fees
- profit

Procurement of such services shall be in accordance with Clause C3.1.10.

C3.9.6 INTRUSIVE INVESTIGATIONS, SAMPLING AND TESTING OF PAVEMENT LAYERS AND BORROW PITS

The Service Provider shall identify any intrusive investigations such as test pits, DCP's, coring, sampling etc., as well as associated laboratory testing, prescribed in the GDRT Materials Investigation and Pavement Design Manual, in order to assess, quantify or confirm in-situ pavement materials properties or causes of distress as well as any potential borrow pits or quarries. All intrusive investigations shall be

supervised and logged by the pavement / materials engineer who has been proposed in the Service Providers' accepted Technical Proposal. The Service Provider shall ensure that all of the above services and associated analyses are completed within the time frames necessary to ensure compliance with the Employer's programme as specified in clause C3.1.6.

Requirements for the physical execution of intrusive investigations, field testing and sampling by an external sub-service provider are detailed in section 3.9 and included in the Pricing Schedule under a Provisional Sum under Pay item 32.04. Where any investigations etc are to be undertaken under a Provisional sum, the Service Provider shall compile a schedule which shall be divided into relevant rates for labour, plant hire, materials, field-testing, traffic accommodation, transport and subsistence etc. and shall be subject to the approval of the Employer. The percentage handling fee tendered in the Pricing Schedule for work carried out under a Provisional Sum shall include for all costs associated in:

- compiling a schedule of all envisaged investigation work
- production of a document for procurement purposes (including printing, etc)
- evaluation of quotations/tenders received and recommendations to the Employer.
- handling fees
- profit

Procurement of such services shall be in accordance with clause C3.1.10.

C3.9.7 GEOTECHNICAL AND DRILLING CONTRACTS

The lump sum tendered for contract administration of any such drilling / geotechnical work shall include for all costs associated with the planning, documentation, printing and letting thereof in accordance with the Employer's pro forma document and policies and shall also include for head office administration. The documentation shall be based on the CSRA Standard Specifications for Subsurface Investigations (1993) as amended by the Employer in the pro forma tender document.

The provisional sum tendered for the drilling/geotechnical contract includes all costs associated with the contract and traffic accommodation.

Supervision of such work shall only be undertaken by suitably qualified and experienced personnel. Logging of cores may only be undertaken by a registered engineering geologist. Dependant on the scope and/or scale of such investigations, supervision may be required on a full time or part time basis as approved by the Employer. The rate tendered in the Pricing Schedule for full time supervision shall include for all personnel costs (including subsistence) associated with such service but shall exclude transport and accommodation costs. Transport costs shall be claimed on a per visit basis under payment item 32.05. Allowance is made in the Pricing Schedule for subsistence and travel during the full time or part time supervision services but shall be subject to the Employer's prior approval.

C3.10. MATERIALS QUALITY CONTROL: CONSTRUCTION PHASE

C3.10.1 SCOPE

This section covers the requirements for the provision and quality management of a site laboratory established to carry out the necessary materials testing and construction quality of the Works.

C3.10.2 STANDARDS

The Service Provider shall equip, staff and administer a site laboratory to undertake the relevant acceptance control testing in accordance with specified requirements of the Works Contract as well as the Employer's standard requirements. A provisional sum has been allowed in the Pricing Schedule for this service.

The site laboratory shall operate under the umbrella of a SANAS accredited main laboratory that shall be responsible for ensuring that all sampling and testing is carried out accurately and strictly in accordance with the relevant SANS, TMH1 and COLTO Standard Specifications test methods as well as the SANAS accreditation requirements.

The Service Provider shall be responsible for the acts, defaults or neglects of any sub-service provider, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Service Provider, his agent, servants or workmen.

In the event the Contractor for the Works requests the establishment of a combined laboratory on site to carry out process as well as acceptance control testing such combined laboratory shall not be in conflict with SANAS requirements. The Contractor's cost apportionment shall be in accordance with the standard requirements as listed in the Works Contract.

C3.10.3 DUTIES AND RESPONSIBILITIES

C3.10.3.1 Establishment and operation of the site laboratory

Provision for the erection of a site laboratory building, together with workbenches, services, furniture etc. will be made under the Works Contract, the planning and documentation for which shall be included in the tender documentation stage.

The Service Provider shall procure the services of a sub-service provider for site laboratory services via a tender process in accordance with Clause C3.1.10. The successful sub-service provider shall be SANAS accredited and able to establish and supply laboratory equipment and competent staff for the operation of the site laboratory. The requirements in terms of the site laboratory shall be specified in the sub-contract based on the Employer's pro-forma document. The appointment of the appropriate laboratory shall be to the approval of the Employer.

The Service Provider shall ensure the supply of such laboratory equipment as necessary to carry out the required testing relevant to the scope of the Works. All equipment shall conform strictly to SANAS accreditation requirements and/or the specifications as listed in the relevant test methods.

(a) Establishment of major apparatus

The sub-contract for site laboratory services shall cover the costs of the establishment on site of the necessary major laboratory equipment as approved, including:

- All costs associated with loading, transporting and setting up the equipment on site
- Accommodation and subsistence
- Testing and calibration of equipment as specified in the relevant test methods and in accordance with the SANAS certification requirements
- Intermediate calibration as specified in the relevant test methods and SANAS certification requirements
- Removal of equipment from site on completion of the Works

(b) Establishment of “laboratory types”

The sub-contract for site laboratory services shall cover the costs of the establishment on site of the necessary accessories required for each “laboratory type” on site, including:

- All costs associated with loading, transporting and setting up the equipment on site
- Accommodation and subsistence
- Testing and calibration of equipment as specified in the relevant test methods and in accordance with the SANAS certification requirements
- Intermediate calibration as specified in the relevant test methods and SANAS certification requirements
- Removal of equipment from site on completion of the Works

C3.10.3.2 Provision of laboratory staff

The Service Provider/sub-service provider shall establish materials testing staff on site to carry out the required acceptance control testing. The number of testing staff, as well as their respective level of skill/experience, as required in terms of ISO 17025, shall be dictated by the scope of the Works as well as the Contractor’s production programme. The staffing levels of the site laboratory shall be approved by the Employer prior to their establishment on site. Staffing levels shall be subject to constant review throughout the Works Contract to ensure that quality control testing is carried out as efficiently as possible. The Engineer shall submit monthly Equivalent Indicator Unit (EIU) returns to the Employer, which shall form the basis of the regular staffing level review.

Provision shall be made in the sub-contract for site laboratory services for the establishment of the estimated laboratory testing staff to be required on site under a provisional sum. Payment of establishment shall not apply to persons appointed as labourers, who shall be sourced locally. Any replacement of staff members during the project for whatever reason shall not be eligible for additional payment of establishment.

The Service Provider shall ensure that sufficient competent and experienced laboratory staff is provided in order to carry out the required quality control testing of the Works contract. The level and actual number of testers shall be appropriate to the scope of the works and the Works contractor’s production rates.

Accommodation for testing staff shall be provided under the Works Contract, which the Service Provider shall make provision for when compiling the tender document for the Works Contract.

Time sheets for all staff shall be included in the monthly certificate submitted to the Employer for payment.

C3.10.3.3 Site Laboratory administration

The sub-contract for site laboratory services shall cover full compensation for supplying and maintaining all office equipment and incidentals required for carrying out quality assurance testing and reporting including:

- i) Cell phones, including rental and call charges.
- ii) All safety equipment for laboratory personnel in accordance with the OH&S requirements (e.g. safety jackets, orange lights, boots, etc.).
- iii) All equipment including fax machine, consumables, stationary etc.
- iv) All necessary computer hardware, software, printers and modems and associated consumables.
- v) Any other items necessary for the capture of all relevant data required for reporting to the Engineer and the compilation of "As-Built" Materials Records.

C3.10.3.4 Site laboratory quality assurance

The accredited main laboratory controlling the site laboratory shall carry out such internal audits/assessments of the site laboratory as required by SANAS/ISO 17025 accreditation. Included in such monitoring shall be regular correlation testing to ensure accuracy in testing. The frequency of correlation testing is not prescribed but shall be carried out at least on a monthly basis for high frequency testing, with the number of any particular tests being sufficient in number in order to permit statistical evaluation of test results.

The sub-contract for site laboratory services shall cover all internal assessments and correlation testing including:

- Assessment personnel
- Transport
- Accommodation and subsistence
- Correlation testing in main laboratory
- Compiling and submission of reports

Any external assessments, if required by SANAS, shall be paid as a variation order as approved by the Employer.

C3.10.3.4.1 Testing of materials off-site

Any testing which may be of such a low frequency as to not warrant the establishment of the relevant equipment and staff on site, or being of a specialised nature, shall be carried out in an off-site SANAS accredited commercial laboratory. Provision for the costs of this testing shall be made in the sub-contract for site laboratory services.

C.10.4 MEASUREMENT AND PAYMENT

Item	Unit
39.01 Establishment of on-site laboratory personnel	
(a) Laboratory Manager	number
(b) Senior Materials Tester	number
(c) Materials Tester	number
39.02 Provision of on-site laboratory personnel	
(a) Laboratory Manager	Month
(b) Senior Materials Tester	Month
(c) Materials Tester	Month
(d) Labourer	Month
39.03 Extra over item 39.02 for overtime to on-site laboratory personnel	
(a) Senior Materials Tester	hour
(b) Materials Tester	hour
(c) Labourer	hour
39.04 Site laboratory administration	Month
39.05 Establishment of laboratory equipment (complete with all major items and accessories)	
(a) Asphalt Laboratory	number
(b) Concrete Laboratory	number
(c) Soil Laboratory	number
39.06 Hire of laboratory equipment (complete with all major items and accessories)	
(a) Asphalt Laboratory	Month
(b) Concrete Laboratory	Month
(c) Soil Laboratory	Month
39.07 Off-site laboratory testing:	
(a) Off-site laboratory testing	provisional sum (PS)
(b) Handling cost in respect of item 39.07(a)	percentage (%)
39.08 Transport for on-site laboratory personnel	
(a) Transport for on-site laboratory personnel	provisional sum (PS)
(b) Handling cost in respect of item 39.08(a)	percentage (%)

Expenditure under section 3900 shall cover all costs associated with the testing of materials carried out by the on-site laboratory, including, but not limited to:

- (i) establishment of the site laboratory, equipment and operation thereof in accordance with Clause C3.10.3.1
- (ii) provision of all laboratory staff required in accordance with Clause C3.10.3.2
- (iii) laboratory administration in accordance with Clause C3.10.3.3
- (iv) site laboratory quality assurance in accordance with Clause C3.10.3.4

The percentage tendered under item 39.07(b) shall include full compensation associated with the planning, scheduling, compilation of tender documentation, issuing of 10 (ten) tenders in electronic and/or paper format and evaluation for the procurement of the off-site laboratory service, as well as handling fees and profit.

PART C4: SITE INFORMATION

**LOCALITY PLAN: P241/1(R559) (Main Road) in Protea Glen (Soweto) from Adcock Road
R588(D524/ K15) ends at K11(R28) (Main Reef Road)**





Figure 2: Locality Plan (The newly planned 2.4km section of P241/1 is already proclaimed under AN 105,1 Dec 1999. Notice 7944 of 1999. The proclamation sketch is also available and the expropriation plan is PRS 85/13/27V)

TENDER NUMBER: DRT 12/05/2019
PROFESSIONAL SERVICES FOR THE FOR DETAILED DESIGN, REHABILITATION,
ENVIRONMENTAL IMPACT ASSESSMENT, CONTRACT DOCUMENTATION AND SITE
SUPERVISION FOR ROAD P241/1(R559), FROM K15(R558) TO K11(R28) BEKKERSDAL-
APPROXIMATELY 19KM

DRAWINGS:

BASIC PLANNING PLANS (Available in Drawing Office)

Basic plans will be available in Drawing Office,
27th Floor
Life Center Building,
45 Commissioner street
Marshalltown
Johannesburg
2107