

SECTION 2.1: SPECIFICATIONS

Scope of Works

2.1.1. DESCRIPTION OF WORKS

A. EMPLOYERS OBJECTIVES

Proposals for the provision of consulting engineering services are requested for the planning, preliminary design report (PDR), detailed design drafting construction specification, Tender documentation and Tender evaluation, construction supervision, monitoring and successful completion of various projects in the 2023/24 three-year MTREF budget.

B. OVERVIEW OF THE WORKS

The HESSEQUA Municipality (HM) has finalized its 3-year MTREF budget for 2023/24 financial year. In order to ensure service delivery, the DIRECTORATE TECHNICAL SERVICES is calling for proposals for various projects on the 2023/24 three-year MTREF budget.

C. EXTENT OF THE WORKS

The work to be carried out by the Tenderer (Consultant) under this contract for standard type projects comprises mainly of the following (ad-hoc specialist services will be conducted on an hourly basis as indicated):

1. The preliminary and detailed design of various projects on the 2023/24 three-year MTREF budget.
2. The compiling of subsequent Tender Documentation including specification according to HM guidelines or requirements.
3. The liaison with HM for the Tender advertising of the respective project.
4. The Tender evaluation of the Tenders received from contractors.
5. The appointment of an OH&S Agent for HESSEQUA Municipality on the project.
6. Provide construction supervision and monitoring of the respective project.
7. The successful completion and finalizing of project/s.
8. Submission of a Completion report including as built drawings.
9. Issuing of a completion certificate in accordance with the General Conditions of Contract for construction works (Latest Edition) or applicable conditions.
10. Penalties will be applicable if the service provider does not adhere to the stipulated timelines provided per activity during the implementation phase as stated in the Request for quotation. The % / penalty will be determined during the second quotation phase of this tender.

D. LOCATION OF THE WORKS

The locations of the various projects are in and around the jurisdiction of Hessequa Municipality. The exact location of the project that is awarded will be made known when the appointment of the successful Tenderer (consultant) to a particular project is finalized.

2.1.2. ENGINEERING

A. COST ESTIMATE AND PROJECT PHASING

The costing and the project phasing will be discussed in the second phase: Request for quotation (RFQ).

B. SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

The required Professional Services as referenced is provided below:

B.1. Normal Services

B.1.1. Report stage

The preparation and submission of a report embodying preliminary Tenders or feasibility studies and estimates of cost and time where appropriate for consideration by the **employer**, including all or any of the following, and ensuring compliance with the Standard for Infrastructure Procurement and Delivery Management:

1. Consultation with the **employer** or **employer's** authorized representative.

2. Inspection of the site of the **project**.
3. Preliminary investigation, route location, planning and a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.
4. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups and the Preparation and submission of information required to enable decision making and or comments/input.
5. Advice to the **employer** as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the **employer's** expense.
6. Searching for, obtaining, investigation and collation of available data, drawings and plans relating to the **works**.
7. Investigation of financial and economic implications relating to the proposals or feasibility studies.
8. Clause 7 above does not apply in respect of civil and structural **services** pertaining to building projects, except as far as the interpretation of cost figures for civil and structural **services** are concerned.

B.1.2. Preliminary Design Stage

Following the **Employer's** instructions to proceed, the development of preliminary proposals or the basic planning of the **project**, comprising all or any of the following:

1. Submission of a basic planning report.
2. Establishment of final design criteria.
3. Advice to the **employer** as to the regulatory and statutory requirements, including environmental management (Environmental Impact Assessments) and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the **employer's** expense. This advice is to be concluded by the **consulting engineer** with the interpretation of the results of these tests and investigations, including geotechnical and/or foundation investigations, together with a report containing recommendations to be applied to and incorporated in designs. The **consulting engineer** will also take the environmental management plan into account.
4. Advice to the **employer**, as may be necessary, on the engagement and delineation of the services of other consultants and advisers, arranging such engagements and consultation with them on matters pertaining to the **project**.
5. Design of any process or system or refinement of the preliminary process design, where such process design is a prerequisite for the design of the **project**.
6. Preparation and submission to the **employer** of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the employer.
7. Consultation on all technical matters with the **employer**, authorities and interested parties other than those having rights or powers of sanction and making modifications to the preliminary design of the **works** arising out of such consultations.
8. Submission of estimates of capital and life cycle costs, financial implications and programmes for the implementation of the **works**.
9. Clause 5 above does not apply in respect of civil and structural **services** pertaining to building projects.
10. Clause 8 above does not apply in respect of civil and structural **services** pertaining to building projects, except as far as inputs to and assessment of programmes for civil and structural **services** are concerned or on projects where all financial, Tender and contractual matters are handled by other parties.

B.1.3. Design and Tender Stage

Following the **employer's** instructions to proceed with the preparation of all documents necessary to enable Tenders for the works to be called for or for the **works** to be otherwise placed by the **employer**, including all or any of the following:

1. Advice to the employer as to the necessity for further surveys, special visits, use of specialist consultants, setting out or staking out the **works**, and arranging for such to be carried out at the **employer's** expense.
2. Preparation of detail designs and Tender and/or working drawings.
3. Preparation of specifications and schedules of quantities for engineering **works**.
4. Provision of information necessary for the design of other services.
5. Submission of updated and revised estimates, capital and life cycle costs, financial implications and programmes for implementation of the **works** previously submitted.

6. Drafting or adapting invitations to Tender, Tender conditions, forms of Tender and conditions of contract, advising the **employer** on Tender strategies and suitable **contractors** and calling for Tenders when instructed to do so by the **employer**.
7. Advice to the **employer** on any alternative designs and Tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor**.
8. Analyses of Tenders and submission of recommendations on the acceptance of Tenders and, if necessary, revising the estimates of the cost and the completion date of the **works**.
9. Advice to the **employer** as to the provision of a **construction monitoring** service in accordance with clause B.2.2, over and above that provided for under clause B.1.5.3.
10. Clauses 3, 6 and 8 above do not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties.
11. Clause 5 does not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties, except as far as inputs to and assessment of programmes for such **services** are concerned.

B.1.4. Working Drawing Stage (Civil and Structural Engineering)

1. Following the **employer's** instructions to proceed, the preparation of any further plans, designs and drawings, excluding shop details, which may be necessary for the execution of the **works**.
2. In the case of reinforced concrete **works**, working drawings must include bending schedules.
3. In the case of structural steel **works**, working drawings and details provided by the **consulting engineer** must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by **contractors** or other parties are required. The **consulting engineer** need not provide shop drawings for the manufacture of the structural steel **works**.

B.1.5. Construction Stage

The overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** in accordance with the contract, including all or any of the following:

1. Placing orders for the **works** on behalf of the **employer**.
2. Advice to the **employer** as to the preparation of the contract documents, or preparation of the contract documents in consultation with the **employer**.
3. Overall contract administration and co-ordination, as well as **construction monitoring** of the execution of the **works** for compliance with the contract and attending site meetings on a combined average frequency of at least one day every two weeks for the duration of the construction of the specific **works** for which the consulting engineer is engaged or at such more frequent intervals as the **consulting engineer** may deem necessary.
4. Directing **construction monitoring** operations but excluding detail day-to-day **construction monitoring** of the **works** and contract administration, as provided for under clause B.2.2.
5. Advice to the **employer** as to the provision of a **construction monitoring** service in accordance with clause B.2.2, over and above that provided for in this clause.
6. Checking **contractor's** drawings of structures, plant, equipment and systems for the **works** for conformity with design requirements but excluding detailed checking of manufacture and installation details for erection or installation fit.
7. Advice to the **employer** on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor**.
8. Issuing instructions to **contractors** on behalf of the **employer**.
9. Issuing certificates or recommendations for payment of **contractors** and submitting regular reports regarding **works** finances and anticipated completion dates and final costs.
10. Advice to the **employer** in regard to or the resolution of disputes or differences that may arise between the **employer** and the **contractor**, except mediation, arbitration and/or litigation.
11. Preparation of and issuing variation orders on behalf of and after consultation with the **employer**.
12. General inspection of materials and equipment for compliance with the original design and Tender, including checking of marks or documentation for adherence to National and International standards and advice to the **employer**

- regarding further inspection and testing of such materials and equipment as may be necessary and arranging for such inspection and testing to be carried out on behalf of and at the **employer's** expense.
13. Making arrangements on behalf of the **employer** for the provision and reproduction of such drawings and documents as may be required by the **contractors** and site staff for the execution of the **works**.
 14. Agreeing interim and final quantities with **contractors**, compiling interim and final accounts and issuing interim and final payment certificates.
 15. Prepare and, on completion of the **works**, provide the **employer** with as-built drawings. Making arrangements for the contractor to supply detailed operation, operating and maintenance manuals as part of the contractor's contractual obligations, receiving such and handing it over to the **employer**. Both sets of documents shall be in formats as agreed to with the **employer**.
 16. Evaluating results of **contractor's** commissioning procedures and tests and witnessing final performance or acceptance tests on site, only, but excluding day-to-day routine tests.
 17. The compiling of monthly progress reports for/on behalf of the employer for use by external funding sources and in the format as required by the external funding sources.
 18. Issuing of Completion Certificate together with all responsibilities and liabilities attached to such issuance of Completion Certificate as required by the employer.
 19. Clauses 1, 2, 9 – 11 and 14 above do not apply in respect of civil and structural **services** pertaining to building projects or on projects where all financial, Tender and contractual matters are handled by other parties.

B.1.6. Targeted Procurement

Should the **employer** during any stage of the **project**, require the **consulting engineer** to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

1. Incorporation of any targeted participation goals,
2. The measuring of key participation indicators,
3. The selection, appointment and administration of participation and
4. Auditing compliance to the above by any contractors and/or professional consultant.

B.2. Additional Services

The following **services** are additional to the **normal services** provided by the **consulting engineer**, unless specifically agreed otherwise between the **consulting engineer** and the employer. The agreement on the scope of **services** and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

B.2.1. Additional Services pertaining to all Stages of the Project

1. Enquiries not directly concerned with the **works** and its subsequent utilisation.
2. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
3. Identification and possible relocation of all buried and existing infrastructure services
4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision or diversion of services not forming part of the **works**.
6. Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the **consulting engineer's** control.
7. Surveys, analyses, tests and site or foundation or other investigations, model tests, Laboratory tests and analyses carried out on behalf of the **employer**.
8. Setting out or staking out the **works** and indicating any boundary beacons and other reference marks.
9. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
10. Detailed inspection, reviewing and checking of designs and drawings not prepared by the **consulting engineer** and submitted by any **contractor** or potential **contractor** as alternative to those embodied in Tender or similar documents prepared by the **consulting engineer**.
11. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
12. Preparing and setting out particulars and calculations in a form required by any relevant authority.

13. Abnormal additional services by or costs to the **consulting engineer** due to the failure of a **contractor** or others to perform their required duties adequately and timely.
14. Executing or arranging for the periodic monitoring and adjustment of the **works**, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
15. Investigating or reporting on tariffs or charges leviable by or to the employer.
16. Advance ordering or reservation of materials and obtaining licenses and permits.
17. Preparing detailed operating, operation and maintenance manuals.
18. Additional **services**, duties and/or work resulting from project scope changes, alterations and/or instructions by the **employer**, or his duly authorized agents, requiring the **consulting engineer** to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his **services** and/or duties. Such additional **services** are subject to agreement in writing between the **consulting engineer** and the **employer** prior to the execution thereof.
19. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the **employer** and **contractors** appointed for the **works** on which the **consulting engineer** provides **services**.
20. Chairing and keeping minutes of all project related meetings.
21. Any other additional **services**, of whatever nature, specifically agreed to in writing between the **consulting engineer** and the **employer**.

B.2.2. Construction Monitoring

1. If the construction **monitoring**, as set out in clause B.1.5.3, is deemed to be insufficient by the **employer** and/or **consulting engineer**, the **consulting engineer** may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction **monitoring** as are necessary to undertake additional construction **monitoring** on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause B.1.5.
2. Alternatively, the **employer** may appoint or make available staff, as intended in clause 1 above, subject to approval by the **consulting engineer**.
3. Staff, as intended in clauses 1 and 2 above, shall report to and take instructions from the **consulting engineer** or an authorized representative of the **consulting engineer** only and shall be deemed to be in the employ of the **consulting engineer**.
4. Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof. For the purposes of this tender, construction monitoring will be set as Level 3, at 24 hours per week for a person with a minimum qualification of Techni (NDiploma) with 5-7 years' experience or agreed with the successful bidder.
5. If, for any reason, no additional staff or inadequate staff for **construction monitoring** is appointed, the **consulting engineer** shall provide additional services, including additional site visits, as required and agreed to in writing with the **employer** prior to commencement thereof.
6. With reference to **Occupational Health and Safety Act, 1993 (Act No.85 of 1993)**: Appoint a service provider obo the Employer which will undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **employer**.
7. The duties of the **consulting engineer** for the following four defined levels of **construction monitoring**, respectively, are as follows:

Level 1:

The **construction monitoring** staff shall: -

- i. Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.
- ii. Visit the works at a frequency agreed with the employer to review important materials, critical work procedures and/or completed elements or components.
- iii. Be available to advise the **contractor** on the technical interpretation of the plans and specifications.

Level 2:

The **construction monitoring** staff shall: -

- i. Review, preferably at the earliest opportunity, a sample of each important
 - Work procedure
 - Construction material

for compliance with the requirements of the plans and specifications and review representative samples of important completed work prior to enclosure or completion as appropriate.

- ii. Visit the works at a frequency agreed with the employer to review important materials, critical work procedures and/or completed elements or components.
- iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

Level 3:

The **construction monitoring** staff shall:

- i. Maintain a part-time presence on site as agreed with the employer to review random samples and review important completed work prior to enclosure or on completion as appropriate.
- ii. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the employer.
- iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

Level 4:

The **construction monitoring** staff shall: -

- i. Maintain a full-time presence on site to constantly review –
 - Work procedures
 - Construction materials
 for compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.
- ii. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the employer.
- iii. Be available to provide the **contractor** with technical interpretation of the plans and specifications.

B.2.3. Quality Assurance System

A quality management system or quality assurance services, over and above **construction monitoring** services, be applied to the **project**, these are in addition to **normal services** provided by the **consulting engineer** and to be specifically defined and separately agreed in writing prior to commencement thereof.

B.2.4. Other Additional Services

The following are also part of the scope of services in addition to the above engineering Services:

- Landscape architecture
- Geotechnical investigations
- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact
- Manage process to obtain Water license from Department of Water and Forestry (DWAF) or any other national and provincial government body to obtain and ensure all relevant legislative requirements for the project
- Environmental Impact Assessment (EIA) report
- Electrical Engineering
- Health and Safety Agents

B.2.5. EIA conditions

1. The Environmental Impact Assessment (EIA) process must be carried out according to the current legislation in terms of the National Environmental Management Act (NEMA), (Act 107 of 1998) and acceptable to the Department of

Environment Affairs and Development Planning. This EIA must culminate in the compilation of a Record of Decision (RoD) issued by the Department of Environment Affairs and Development Planning.

2. The basic approach should consist of the following:
 - Application Form and Pre-Application Meeting
 - Submit application form and hold pre-application meeting to identify way forward and introduce proposal.
3. The Plan of Study for Scoping Document
 - This is used to identify all role players and interested and affected parties (I&AP). This ensures a holistic inclusive process. Advertisements (on-site and newspaper) must be included in this part of the process. Background Information Documents must be included as part of the process.
4. The Scoping Report
 - The Scoping Report includes comments from all interested and affected parties, surrounding land owners and relevant authorities. Meetings with identified role players must be held and any other meetings deemed necessary by the authorities. The Scoping Report may need to consist of a Draft Scoping Report which may need to be advertised and a Final Scoping Report.
5. Impact Assessment
 - The work must also include the cost of completing the Impact Assessment Phase of the EIA process. This will include a Plan of Study for EIR and an Environmental Impact Report. This cost should be separate from the cost of the above described Scoping Phase as it may not be required by the Department of Environment Affairs and Development Planning. These costs should not include an Environmental Management Plan or Monitoring of the activity/s.
6. Project Implementation and Monitoring
 - After a positive Record of Decision (ROD) has been issued by the Department of Environment Affairs and Development Planning (DEA & DP) an Environmental Management Plan (EMP) may be required. Quoted costs must include the compilation of an EMP acceptable to the DEA&DP. This Plan must be compiled in terms of, and comply with, the guidelines for an EMP issued by the DEA&DP and should also include the costs of monitoring the implementation of the ROD and the EMP. Costs of monitoring should be indicated per month.
7. Particular attention must be given to aspects such as the following:
 - Detailed storm water management plan – according to 1:50 and 1:100-year flood line,
 - Proposed layout of the full length of the canal, sizing of culverts, canal sections, bends and free board
 - 2-Year, 5-year and 50-year recurrence intervals as identified
8. The proposed professional fees must be provided in tabular form and in the format as shown in Schedule of Activities. The offered fees must be based on the estimated cost of works provided above but the fees will be adjusted if the final cost of the works should differ from these estimates. The fee structure provided in the different tables will then be used for this purpose and any proposed discount will then also be applied to the adjusted fee.

C. PERSONNEL

1. Information regarding personnel (Curriculum Vitae's (CVs), relevant experience that will be involved in the project must be provided in the forms and schedules. The company capability statement must also be provided with specific reference to knowledge regarding the following and the related HM requirements in this regard:
 - Roads and storm water design;
 - Municipal services;
 - Geotechnical Investigations;
 - Occupational Health and Safety (Construction Regulations);

- Construction monitoring and quality control systems;
 - At least 5 years' experience in detailed Technical Services design and construction monitoring;
 - At least 5 years' relevant experience in detailed design and construction monitoring in the relevant project that is being tendered for.
 - At least 5 years of adequate project management skills and experience gained on the project type tendered for.
2. The Service Providers key persons become a contractual commitment upon award. If key persons are not available for the full duration of the project, and a change to those listed is required, this will be a variation to the contract. Any proposed changes will be formally dealt with by way of a written request and approval. Replacement personnel shall be of the same or better competence and experience as those initially accepted. Re-evaluation by the Employer of any replacement key personnel shall be paid for by the Service Provider.

D. PROCUREMENT

- 1 Procurement will be conducted as per the PPPFA, its Regulations and the Municipal SCM Policy applying the 80/20 preference point system after the application of functionality scoring as discussed in section 2.2 of this document.
- 2 **Appointment and Remuneration**
 - a. Where feasible appointments will be made as indicated on the Site Information (Table W1).
 - b. The Consultant will be remunerated on a RFQ basis in the second quotation phase. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed.
 - c. Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.
 - d. The determination of fees will be based on different construction work types e.g. road works, structures
- 3 **Appointment Process**
 - a. Pricing shall not be applicable for evaluation of this bid. Functionality will be used as a basis to appoint a panel of service provider to follow the quotation process after approval of funding per project.
 - b. The implementation of the tender will be as follows:
 - i. Once the panel of service providers (5 per services or project) is selected based on the highest functionality score, each bidder on the panel per project will be given an opportunity per project to provide a quotation based on our scope, budget, and criteria.
 - ii. In the event where two or more bidders obtain the same functionality score, the bidder with the highest BB-BEE Levels will form part of the panel. If the two or more bidders has the same BB-BEE level, drawing of dots method will apply as stipulated in the SCM policy of the Hessequa Municipality
 - iii. Technical Department to Confirm that budgets are in place.
 - iv. The Technical Department will determine the scope of works, BOQ and criteria for the quotation that will be provided to the bidders.
 - v. Quotations amongst framework contractors invited: Invite quotations from all framework contractors participating in the agreement, receive and evaluate submissions and prepare evaluation report.
 - vi. Bidder must provide a quotation that is valid for 90 days and must provide the formal quotation within seven (7) days after receipt of request for Quotation (RFQ).
 - vii. The Municipality will authorize the issuing of the order.
 - viii. Administer orders in accordance with contract and confirm compliance with requirements.

A contractor is not permitted to start work until the order is received and is required to complete the work associated with an order before the completion date stated on the order. A site handover meeting will be scheduled with the successful bidder per project after issue of order.

NB! Only five (5) Professional Service Providers per Category will be appointed based on a request for quotation (RFQ) basis according to the procurement process under section 2.1.D. Bidders can only bid for up to a maximum of two (2) categories, as indicated on page 8.

E. PENALTIES AND DELAYS

Penalties may be applied for each calendar day by which the Service Provider fails to meet the prescribed or agreed to dates for submission of the requirements related to various project stages, e.g. Information for land acquisition purposes, Final Design Report(s), Tender Documentation for the Works, Tender Evaluation Report, draft and final Contract Report, As-built data, amongst others. The quantum of the penalty shall be as listed in the Contract Data.

F. TIME FRAME

The project time frame per project will be finalized upon appointment of the consultant.

G. COMPULSORY INFORMATION SESSION

The following persons: Ms Shahida Kennedy may be contacted at (28) 713 7942 / 8000 before the closing date of the Tender.

H. CONTRACT WORKS CLAIMS REPORTING PROCEDURES**H.1. Reporting of Incidents**

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors and Project Manager will adhere to the following procedures:

1. In addition to any statutory obligations and/or requirements contained in the General
2. Conditions of Contract, the Contractor shall notify the Employer and the Project
3. Manager of every occurrence within 48 (forty-eight) hours giving the circumstances,
4. Nature and an estimate of the loss or damage.
5. The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 7 (seven) days after the incident occurred to the Section: Insurance and Asset Management. Should the incident be reported by the Project Manager more than 7 (seven) days after the incident occurred to the Section: Insurance and Asset Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.
6. The following documentation must be included with the claim documentation:
 - Photos of damages caused or suffered as proof or substantiation of the claims.
7. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.
8. The Section: Insurance and Asset Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.

H.2. Reporting of Catastrophic Incidents

In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:

1. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.
2. The Project Manager must notify the Section: Insurance and Asset Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.
3. The Section: Insurance and Asset Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
4. The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 7 (seven) days after the incident occurred to the Section: Insurance and Asset Management. Should the incident be reported by the Project Manager more than 7 (seven) days after the incident occurred to the Section: Insurance and

Asset Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.

I. REPORTING OF CRIME RELATED INCIDENTS

All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.

I.1. Claim Documentation

1. The Project Manager must obtain all relevant information from the Contractor/Subcontractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.
2. The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage. Any misrepresentation, incorrect description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.

I.2. Authorization of Claim Forms

It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Strategic Executive Officer must provide an authorization letter to the Section: Insurance and Asset Management stating the names and the specimen signatures of the delegated official or his nominee within 7 (seven) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.

I.3. Contractor to Pay Deductibles

Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy.

I.4. Settlement of Claims

1. All incidents reported to the Section: Insurance and Asset Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims. The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Asset Management. The Employer's Chief Financial Officer will authorize all settlements of claims. The Contractor will also sign the Agreement of Loss document issued by the Insurer in order to settle the claims.
2. Should action for the settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/sub-contractor within 7 (seven) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor. The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly. It is distinctly understood that should the Employer or the Employer's insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer's insurer's rights to recover from the Contractor nor shall the Contractor raise any such defence against the Employer or the Employer's insurer. Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor's obligations in terms of the Contract.

J. INSURANCE WORDING TO BE INCLUDED IN TENDER DOCUMENTS PERTAINING TO A PERSON BEING APPOINTED TO RENDER A SERVICE TO THE EMPLOYER

The Contractor shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited. The Project Manager involved must furnish the required insurance documentation 7 (seven) days before the inception of the contract to the Section: Insurance and Asset Management. The Contractor must provide proof of such insurance to the Project Manager within 14 (fourteen) days after the notification of acceptance of the Tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Project Manager.

K. VENDOR REGISTRATION

Prospective Tenderers are required to register as suppliers/service providers on the Central Supply Data Base. The Tenderer is required to record the vendor number in space provided on the cover page of this Tender document.

L. EPWP – GENERAL GUIDELINES

1. It is to be noted that:
 - 1) It is compulsory for all Hessequa Municipality capital contracts to maximize employment opportunities and training and make maximum use of local sub-contractors and suppliers.
 - 2) The contractor may only provide key personnel from outside the Hessequa municipal area. All other labour must be employed from within the Hessequa municipal area with unskilled labour being sourced from within the affected community.
 - 3) Selection of labour will be done in an open, fair, transparent and non-political manner as a public drawing of names will be conducted through the Shake- Shake process, and after adequate communication with the community involved to ensure that an employment opportunity is accessible to all.
2. Due to high unemployment in Hessequa it is of utmost importance to create more opportunities within local communities. This must be done in a structured manner to give benefit to the larger community instead of selected individuals. In order to do this, structures must be created and managed.
3. EPWP within the Hessequa Municipality has the following as some of its main goals:
 - Poverty eradication and job creation as embedded in IDP
 - Max creation of employment opportunities within communities where projects are executed.
 - Socio economic development and poverty alleviation
 - Aimed at reducing unemployed
 - Job creation and skills development
 - Accredited Training provided
 - Transparent and fair process
 - Non – political
 - Ensure appropriate community liaison throughout project lifecycle
 - Targets unemployed who resides in area with no income
 - Structured reporting
4. The National EPWP Unit requires that we report on:
 - Job opportunities
 - Person day of Employment
 - Demographic targets (women, youth, people with disabilities)
 - Training days

- Project budgets
 - Project wage rates
5. Entry level provides for unemployed individuals from the community. No previous experience or skills are required and can include paving, trench excavation, trimming, concrete mixing etc.
 6. Novice level provides for individuals who have gained experience through a phase one opportunity, and training can be provided in e.g. bricklaying, steel fixing, kerb laying etc.
 7. The Consultant / Contractor must conduct the Shake-Shake recruitment process, which will be explained at the Clarification Committee Meeting.
 8. The main contractor is to keep track of employment to ensure that a larger group instead of only a few benefiting from repeated employment opportunity.
 9. Record keeping of performance requires the following:
 - a. Contractor and sub-contractor:
 - b. Payment of workers (Proof)
 - c. Temporary contracts with clear ID copies
 - d. Quality of work
 - e. Outcome of training received
 - f. Signed Monthly Attendance Registers
 - g. Willingness to work
 - h. Monthly reporting on labour in the applicable format (EPWP Labour form)
 10. These records will enable Hessequa Municipality to accurately report on:
 - Unemployment figures
 - Opportunities created
 - History of employment
 - Training completed
 - Incentive monies claimed
 11. A project plan must be submitted by the main contractor within two weeks of site handover, stating the work opportunities to be created and the manner in which this will be achieved according to targets as set out in the tender.
 12. This plan must form the base for the determination of the number of opportunities to be created with in the contract in ensure maximum job creation.

M. RISK MANAGEMENT

1. The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advice what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting. Used properly and as intended, the risk register will predict or pre-warn of change; as the probability of an event increases so will the need for an authorization to approve extension of time, or allocation of funds become more certain.
2. A base risk register shall be discussed and recorded at the hand-over meeting. It shall be revisited at each successive progress meeting to confirm the status of each risk and record any changes. Risks may be added or removed as the project progresses.

3. A fundamental element of risk assessment, amongst others, will be economic afford ability. This means that each design strategy must be separately and broadly estimated for comparison against the basis of the Employers budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employers envisage design strategy. Similarly, other identified risks will have a cost element to them, and these must also be brought to the Employer's attention for discussion and decision.

N. PROCEDURE FOR PROCUREMENT OF SUB-SERVICE PROVIDERS

1. A sub-service provider means any service necessary for the production of the project design and later construction which is performed by someone other than the Service Provider. A sub-service procured directly by the Service Provider requires the Service Provider to enter into a sub-service agreement with that sub- service provider. The relationship between the Service Provider is that of contractor/sub-contractor.
2. Another type of sub-service provider is less direct because the service required has already been procured by the Employer under a separate agreement. The role of the Service Provider in the management of this sub-service provider is that of Employer's agent.
3. In both cases the Service Provider is responsible for the performance of the sub-service.
4. Procurement of the sub-service shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue the relevant approved terms of reference, together with the relevant work/pricing schedules. This will require the Service Provider to advertise for an open tender process or invite quotations from identified potential sub-service providers to submit tender documents. Submitted quotations/tenders, in a sealed envelope, are to be submitted directly to the offices, as agreed to, by the date and time agreed. The Service Provider shall analyse all offers and submit a report with 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 to the Employer.

O. TRAINING

1. The Employer encourages training of candidate engineers or undergraduates requiring experiential training on all projects. The Employer may request the opportunity for students and candidate engineers to receive training. The placement of the Employers candidate engineers with the Service Provider is for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to the specific project and may be subject to scrutiny and inspection by the Employer. Trainees will be expected to work according to the Service Providers terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Providers own full time personnel. No allowances shall be made for working overtime.
2. Less formal training may include experiential training provided to a university or university of technology undergraduate students. The training provided must be in accordance with the academic institution's requirements.
3. Throughout the process, the Service Provider must transfer skills to municipal officials to ensure sustainability.

P. MULTIPLE STRATEGIES

The Service Provider is appointed on the understanding that the Service Provider is capable of providing a design that is not just fit for purpose but also provides value for money. The Service Provider is to make sure that they are fully informed of the Employers budget allowance for the project. It is expected of the Service Provider to interrogate the appropriateness of designs and to offer alternatives for consideration by the Employer.

Q. SERVICE PROVIDERS ESTIMATED COST OF WORKS

The Service Provider shall at the completion of every stage or phase provide the Employer with an updated realistic estimate of the cost of the works. Despite this requirement, the Service Provider shall provide the Employer on a quarterly basis with an updated realistic estimate of the cost of the works as well as the foreseen duration of the works.

R. ECONOMIC FEASIBILITY ANALYSIS

1. Development of the design shall include continuous testing of the feasibility of the project so that in the unlikely event of a total misreading of the project scope as prescribed a decision can be made to abandon, change or continue with the design development. The earlier the warning the earlier change decisions can be made.
2. The Service Provider shall undertake an economic feasibility analysis at the end of the following stages/phases:
 - Project Assessment
 - Concept Design
 - Preliminary Design
 - Detailed Design
 - Clarification Meeting, Tender Period and Tender Evaluation

S. COMMUNICATION MANAGEMENT

1. Communication management must be identified on project commencement and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or to commit the other.
2. At the earliest stage of design, the Service Provider should already have identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project. The Service Provider shall identify other Authorities and Stakeholders who must be consulted about the design and implementation of the project and the degree to which liaison with each is expected. In addition, the Service Provider shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with which liaison must take place but shall not commit to any meetings without first engaging the Employer to confirm how and when such meetings should be held.
3. During the development of the design and the construction phases the Service Provider shall continue these same liaison duties, including representing the Employer if so authorized and providing the Employer with written records of all liaisons and conversations.

T. SAFETY

1. The Service Provider remains responsible for the health and safety of his employees and those of his Mandatories.
2. The Service Provider shall on award of the contract become the Clients Agent in terms of the Construction Regulations 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)
3. The Service Provider or his registered Professional Client Health and Safety Agent shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phased and design in such a manner as to mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasized and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor. As an example, shoring of unstable excavations is the designer's responsibility to identify and notify of the health and safety risk. The Service Provider (or hi Agent) must prepare a baseline risk assessment for the intended construction project and make the same available to the Employer. The 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 the potential contractors by means of a baseline risk assessment as outlined above and envisaged in the Construction Regulations 5(1)(a); (b) and (c)

U. IDENTIFICATION OF STATUTORY AND REGULATORY CONTROLS

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

V. ADDITIONAL CONDITIONS OF TENDER

1. Tender documents must be completed in black ink, and prices must include VAT, only where applicable and requested in the schedule of activities.
2. The lowest or any Tender will not necessarily be accepted, and HESSEQUA Municipality reserves the right to accept the whole or any portion of a Tender.
3. Tenders are to remain open for acceptance for a period of one hundred and twenty (120) days from the closing date and appointments may be made at any time during the three-year multi budget period.
4. All prices and details must be legible / readable to ensure the Tender will be considered for adjudication.
5. Tenderers are requested to furnish the full registered name of the Tendering company/supplier on the Form of Tender and Form of Acceptance, Section 3.10.
6. Tenderers are also required to sign each page of the Form of Tender and Form of Acceptance, Section 3.10, in the space provided at the bottom of each page.
7. Corrections may not be made by means of a correction fluid such as Tippex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.
8. No price increases will be considered in the event of payments made against invoiced prices.
9. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
10. The Tenderer may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
11. As per the Cost Containment Regulations, Nr. 42514, Government Gazette Notice 317 of 7 June 2019, clauses 5(8) & 5(9) all disbursement costs will be in accordance with the prescribed National Treasury rates.

W. SITE INFORMATION

The projects are at various locations in and around the jurisdiction of Hessequa Municipality. A project includes all associated works required to complete a project. The following table W1, reflects the various projects budgeted for:

No.	Project Name	Description	Services involved
COUNCIL DEVELOPMENTS:			
TRANSPORTATION, TRAFFIC, ROADS AND STORM WATER PROJECTS:			
(1)	Upgrading / Rebuilding / Paving of Roads and Stormwater	This entails the paving and rebuilding of sidewalks and gravel & existing roads and minor storm water systems. The aim is to create employment by means of labour-intensive methods. The approved budget for this project/s is a Council decision and funds may/may not be allocated annually.	Roads
(2)	Buildings, and small structures	The project entails the design and installation of small buildings and structures in the Hessequa Municipal area.	All Municipal Buildings, smaller structures
(3)	Rehabilitation/Upgrading of Water Network and associated bulk facilities	Projects will be in accordance with the Water Master Plan of HESSEQUA. These projects could include reticulation pipework, Water Towers, Reservoirs and associated bulk facilities.	Water
(4)	Rehabilitation/Upgrading of	Projects relating to the upgrade of Sewer Reticulation in	Sewer

No.	Project Name	Description	Services involved
	Sewer Network and associated bulk facilities / WWTW	accordance with the Sewer Masterplan of HESSEQUA. These projects could include reticulation pipework as well as related pump stations and WWTW. The tenderer should also indicate the hourly rates and all other expenses related to the design, tender and construction supervision of a typical sewer reticulation upgrade.	
(5)	Electrification Distribution / Street Lights / Bulk electrical services	The project entails the construction of new electrical distribution / streetlights networks and the associated infrastructure including bulk electrical services.	Electrical
(6)	Sport Infrastructure Projects	Sport projects prioritised by the HESSEQUA Municipality Community Services and on the budget. This includes new facilities at existing sports facilities, and/or upgrade/rehabilitation to existing sporting facilities and the associated works	General
(7)	Upgrading of Cemeteries	Project entails the design, provision of stormwater, earth works, marking of cemeteries and further assist with the environmental studies for expansion of cemeteries.	Stormwater / Road Construction

DECLARATION,

I, THE UNDERSIGNED NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

Initials of Service Provider's Authority: