



## KING CETSHWAYO DISTRICT MUNICIPALITY TENDER DOCUMENT

**TENDER REFERENCE: KCDM/24/2022**

### ADDITIONAL PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

<b>BRIEFING MEETING:</b>	<b>Tuesday, 16 August 2022 @ 09h00</b>
<b>TENDER CLOSING:</b>	<b>Tuesday, 06 September 2022 @ 12h00</b>

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be addressed to the Municipal Manager and submitted in a sealed envelope with the legal name and address of the Tenderer, the Tender No. and tender title as well as the closing date indicated on the envelope. The sealed envelope must be inserted into the Tender Box situated in the foyer of King Cetshwayo House, Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay before closing time. If the tender offer is too large to fit in to the above mentioned Tender Box or the Box is full, please enquire at the reception counter as to where the SCM (Tender Office) is for alternative instructions. The onus remains with the Tenderer to ensure that the tender is placed in either the Tender Box or as alternatively instructed.

#### SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
CSD Supplier Number	
Contact Person:	
E-mail Address:	
Telephone Number:	(        )Code
Fax Number:	(        )Code
Physical Address:	
Postal Address:	

#### **NOTE:**

The Service Provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this tender, including the physical aspects of working areas, and by the submission of a tender, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract.

Enquiries relating to this tender must be directed as indicated below:

<b>Tender Queries:</b>	<b>Technical Queries:</b>
<b>Contact Name</b> : Mr. S. XULU	<b>Contact Name</b> : Mr. Z.P. NDLOVU
<b>Telephone</b> : 035 – 799 2529	<b>Telephone</b> : 035 – 799 2513

# Contents

	No	Heading	Page	
<b>VOLUME ONE</b>	<b>The Tender</b>			
	<b>Part T1: Tendering procedures</b>			
	T1.1	Tender Notice and Invitation to Tender		T1– T2
	T1.2	Tender Data		T3 – T6
	T1.2.1	Conditions of Tender		T7–T24
	<b>Part T2: Returnable documents</b>			
	T2.1	<b>List of Returnable Documents</b>		T26
		Form of Acceptance and Declaration	RS001	T27-T28
		Workmen's Compensation Letter of Good Standing: COID	RS002	T29
		The Engineer's Proof of ECSA	RS003	T30
		Municipal Accounts	RS004	T31
		Declaration of Tenderer's Past Supply Chain Management Practices	RS005	T32-T34
		Certificate of Independent Tender Determination	RS006	T35-T36
		Declaration of Interest	RS007	T37-T38
		Certificate for Attendance of Compulsory Briefing Session	RS008	T39
		Professional Indemnity	RS009	T40-T41
		List of Similar Projects Carried out in the last 5 years	RS010	T42-T46
		Qualifications and Key Personnel	RS011	T47-T48
		Preliminary Implementation Programme	RS012	T49
		Technical Approach and Methodology	RS013	T50-T51
	Quality Management System	RS014	T52	
	Preferential Procurement Framework MBD 6.1	RS015	T53-T57	
	Acceptance	RS016	T 58	
<b>VOLUME TWO</b>	<b>The Contract</b>			
	<b>Part C1: Agreement and Contract Data</b>			
	C1.1	Form of Offer and Acceptance		C3 – C5
	C1.2	Contract Data		C8 – C38
	<b>Part C2: Pricing data</b>			
	C2.1	Pricing Instructions		C39-C40
	C2.2	Bills of Quantities		C40
	<b>Part C3: Scope of Work</b>			
	C3.1	Standard and Project Specifications		C41-C84
	<b>Part C4: Site Information</b>			
C4	Site Location		C85	

# T1.1 Tender Notice and Invitation to Tender



## T1.1 Tender Notice and Invitation to Tender

### KING CETSHWAYO DISTRICT MUNICIPALITY

#### TENDER REFERENCE: **KCDM/24/2022**

#### **ADDITIONAL PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

Interested parties must collect tender documents from the SCM Unit at Suite No. 8, at the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, Krugerrand, CBD, Richards Bay (035 799 2500), after a payment of R 10 572.90 Incl. VAT non-refundable, cash or EFT [First National Bank, King Cetshwayo District Municipality, Acc.: 629 434 441 25, Bank code 210554, Ref. Your company name and Tender ref. no], tender deposit should be paid at the rates hall at the King Cetshwayo District Municipality or alternatively download & print the bid document from [www.etenders.gov.za](http://www.etenders.gov.za). Or [www.kingcetshwayo.gov.za](http://www.kingcetshwayo.gov.za) at no cost.

The King Cetshwayo District Municipality will strive to achieve targeted procurement in accordance with Preferential Procurement Policy Framework Act Regulation 2017 in the manner that **only tenderers with a B-BBEE contributor status level of 1 to 2.**

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations. Please note that any person that is in service of the state will not be allowed to tender. National Treasury has introduced the Centralized Supplier Database (CSD), where all suppliers are required to register. For more information, Please contact Mr. S. Xulu on (035) 799 2715 or visit the CSD website at [www.csd.gov.za](http://www.csd.gov.za). **Only Tenderers who are registered with CSD and King Cetshwayo District Municipality's supplier data base will be considered for this tender.**

**Prospective service providers are required to ensure full completion and correctness of information when responding to MBD and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender**

A Compulsory Tender Briefing Meeting will be held foyer (Pay-Hall) of King Cetshwayo House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on, **Tuesday, 16 August 2022 at 09h00.**

1. Functionality will be performed per criteria as outlined below. A Service Provider who scores less than 75 %, in respect of "functionality" will be regarded as submitting a non-responsive tender and may be disqualified.
2. The following criteria will be applicable and the maximum weight of each criterion is indicated in brackets:

No	Criteria	Points allocation
1	Technical qualification and Competence	30
2	Company experience	30
3	Adequacy of proposed work plan and proposed methodology	20
4	Quality Management System	10
5	Logistics and availability of local resources	10
<b>TOTAL</b>		<b>100</b>

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality's tender box in the foyer of King Cetshwayo House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before **12h00 on Tuesday, 06 September 2022**. It must be noted that tenders will not be opened in public, however the opening list will be published on KCDM's website. Tenders received after the due date and time will not be considered.

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a non-responsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the Tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The Employer shall not take any responsibility for non-receipt of communications from a Tenderer. Tenderers who do not hear from the King Cetshwayo District Municipality within 90 days of the closing date of the tender should consider their tender as unsuccessful.

For SCM enquiries, contact Mr S. Xulu on 035 799 2715, and for Technical enquiries, contact Mr Z.P. Ndlovu on 035 799 2513

Please note that no tender will be accepted by fax or e-mail. King Cetshwayo District Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept the whole tender or any part thereof. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Mr P.P Sibiya  
Municipal Manager,  
King Cetshwayo District Municipality  
Private Bag X1025,  
RICHARDS BAY  
3900

## T1.2 Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specially to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
F.1.1	The employer is the King Cetshwayo District Municipality
F.1.2	The Tender documents issued by the employer comprise: <ul style="list-style-type: none"> <li>T1.1 Tender Notice and Invitation to Tender</li> <li>T1.2 Tender Data</li> <li>T1.3 List of Returnable Documents</li> <li>T1.4 Returnable Schedules</li> </ul> Part C1: Agreement and Contract Data <ul style="list-style-type: none"> <li>C1.1 Form of Offer and Acceptance</li> <li>C1.2 Contract Data</li> <li>C1.3 Conditions of Contract</li> <li>C1.4 Contractual Documentation</li> </ul> Part C2: Pricing Data <ul style="list-style-type: none"> <li>C2.1 Pricing Instructions</li> <li>C2.2 Bill of Quantities</li> </ul> Part C3: Scope of Work <ul style="list-style-type: none"> <li>C3 Scope of Work</li> </ul>
F 1.3	SERVICE PROVIDER TAX STATUS WILL BE VERIFIED ON CSD; IN THE EVENT THAT YOUR TAX STATUS INDICATE NON COMPLIANT, YOUR TENDER MAY BE DISQUALIFIED
F 1.4.	ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.

<b>T1.1</b>	<b>Notice and Invitation to Tender</b>			
T1.1.1	The words “ <b>tender</b> ” and “ <b>bid</b> ” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “Service Provider” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and <i>vice versa</i> , and the singular includes the plural and <i>vice versa</i> . In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.			
T1.1.2	The King Cetshwayo District Municipality invites tenders for the <b>ADDITIONAL PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS</b> as further fully described in C3 Scope of Services hereof.			
T1.1.3	The address for collection of tender documents and the telephone number of the tender section at this address are as advertised.			
T1.1.4	Tender documents may be collected on working days <b>between 07:30 and 12:30</b> and <b>between 13:00 and 15:30</b> .			
T1.1.6	Queries relating to these documents may be addressed to the Employer’s authorized			
	<b>Description</b>	<b>Tender queries</b>		<b>Technical Queries</b>
	<b>Contact Person</b>	Mr. S Xulu		Mr Z.P Ndlovu
	<b>Postal Address</b>	Private Bag X1025 Richards Bay 3900		Private Bag X1025 Richards Bay 3900
	<b>Physical Address</b>	King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD		King Cetshwayo House, Corner Kruger Rand & Barbados Bay Road, Richards Bay CBD
	<b>Tel /Fax No.:</b>	035 799 2715	086 514 9772	035 799 2513
	<b>E-mail:</b>	<a href="mailto:xulus@kingcetshwayo.co.za">xulus@kingcetshwayo.co.za</a>		<a href="mailto:ndlovuze@kingcetshwayo.gov.za">ndlovuze@kingcetshwayo.gov.za</a>
T1.1.7	The closing time for receipt of tenders is as advertised. Telephonic, facsimile, electronic and late tenders will not be accepted.			
T1.1.8	Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.			

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance list in the name of the Tendering entity. Addenda may be issued and Tenders will be accepted only from those Tendering entities appearing on the attendance list.

F.2.12 If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Representative.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements so as to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects to the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.13.3 Each Tender offer communicated on paper shall be submitted as an original.

F.2.13.5 The employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender box:		In the foyer of the offices of the King Cetshwayo District Municipality, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay
Identification details	Reference Number	Reference No. KCDM/24/2022
	Title of Tender	Additional Panel of consulting engineering services for various infrastructure projects on an as and when required for a period of three years
	Closing Date	06 September 2022
	Time	12 h00
Postal address:		Private Bag X1025, Richards Bay, 3900

F.2.13 A two-envelope procedure will not be followed.

F.2.15 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.

F.2.16 The Tender offer validity period is 90 days.

F.3.4 Tenders will be opened immediately after the closing time for Tenders.

F.3.11 The procedure for the evaluation of responsive Tenders is as per Method 2.

F.3.11.4 Scoring preference:

All Tenderers will be evaluated on 80 / 20 preferential point structure of which 80 points will be price, and

20 points will be preference.

F3.11.5 Scoring Quality

*Substitute the word 'quality' wherever it appears with the word 'functionality'.*

The table below lists the scoring criteria and weighting for the score achieved against the relevant schedule:

No	Criteria	Points allocation
1	Technical qualification and Competence	30
2	Company experience	30
3	Adequacy of proposed work plan and proposed methodology	20
4	Quality Management System	10
5	Logistics and availability of local resources	10
<b>TOTAL</b>		<b>100</b>

**The Tenderer needs to score a minimum of 75% to be considered responsive.**

F.3.12. Tender offers will only be accepted if:

- a) The Tenderer complies with the legal requirements stated in the Tender Data and Returnable Schedule.
- b) Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- c) Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) Tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect;
- e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the Tender process.

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is: One.

## T1.2.1 CONDITIONS OF TENDER

### A. GENERAL

1. King Cetshwayo Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender.
2. The conditions of tender are based on the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this Tender Data.
3. The Standard Conditions of Tender 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 conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
4. This contract will be governed by King Cetshwayo District Municipality "Conditions of TENDER" as outlined in this document only and not any condition supplied by the Tenderer.
5. The quantities called for in this tender are an estimated quantity and King Cetshwayo District Municipality reserves the right to take more or less than the quantity specified.
6. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings / pamphlets returned with the tender documents must be firmly bound and marked as "Additional" to the specific tender reference number.
7. All items offered on this tender must be new and of the latest design.
8. Only tenders on King Cetshwayo District Municipality official tender document will be accepted and the original document must be returned, fully completed and signed, in the form presented. Failure to do so will invalidate such tender.
9. It must be clearly understood by the Tenderer, that no order/s for such commodities or services required by the King Cetshwayo District Municipality will be recognized by the Tenderer unless an King Cetshwayo District Municipality official order is issued and it is further understood that King Cetshwayo District Municipality will not accept responsibility for any payment to the Tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to King Cetshwayo District Municipality, Financial Department, Private Bag X 1025, RICHARDS BAY, 3900.
10. Should it be considered necessary by the Tenderer, in the interest of design, quality or inspection for whatever reason that a King Cetshwayo District Municipality official should proceed to other centres for inspection purposes, such costs shall be for the account of the Tenderer.
11. Only tenders received by 12h00 on the given closing date will be considered. No late tender will be accepted after this time.
12. No telegraphic, e-mail or faxed tenders will be accepted.
13. No correction fluid/ tape should be used on this tender document. Any alterations on the document should be signed by the responsible person completing the document; failing to adhere to this will disqualify your tender.
14. SERVICE PROVIDER (SP) TAX STATUS WILL BE VERIFIED ON CSD.
15. TENDERER'S FINANCIAL STANDING AND STABILITY
  - a) In terms of the standard conditions of Tender, the Tenderer shall provide information about its commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

- b) A third party credit bureau check will be used to determine the credit worthiness of the Tenderer.
- c) The financial standing of the Tenderer will be assessed by third party credit checks on the main Tenderer
- d) An analysis of the Tenderer financial standing will be conducted by third party for the purposes of establishing the Tenderers financial viability and ability to meet all of its contractual obligations for the duration of the contract, should the Tenderer be awarded the contract.
- e) Tenders that do not meet King Cetshwayo District Municipality's financial requirements as per third party assessment, will be disqualified from further assessment.

## **B. DEMONSTRATIONS AND INSPECTIONS**

- 16. All Tenderers must be prepared to demonstrate where required, free of charge and obligation, at the King Cetshwayo District Municipality or any other area within the boundary of the King Cetshwayo District Municipality, any items offered in this tender.
- 17. Where officials are required to attend demonstrations or inspections outside the District Municipality boundary of Richards Bay, all costs to attend such demonstration must be borne by the Tenderer.

## **C. DELIVERIES, COMPLETION AND PENALTIES**

- 18. Delivery date to be negotiated on placing the order.
- 19. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
- 20. Where the supplier fails to deliver within the scope of the specifications of this tender, the Municipality reserves the right to obtain services from any other supplier that complies with the specifications and the Tenderer will be held responsible for all costs involved.

## **D. PAYMENTS**

- 21. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
- 22. Tenders must clearly state all settlement and trade discounts.
- 23. Any additional payment for extra work carried out on a contract will only be made provided that the Tenderer is issued with a variation order by the Municipal Manager or delegated official of the King Cetshwayo District Municipality.
- 24. The King Cetshwayo District Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the Tenderer for any reason directly or indirectly during the course of this tender and King Cetshwayo District Municipality reserves the right to consider compensation at its own terms.
- 25. Travelling for any work related activities will only be compensated if that travelling occurred within the boundaries of King Cetshwayo District Municipality.

## T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender (January 2015 edition)** as contained in **Annex F** of the **Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement**.

The Standard Conditions of Tender is not included in this tender document. Service Provider s must obtain it on the CIDB's Website at:

[http://www.cidb.org.za/procurement/procurement\\_toolbox/cidb\\_pub/default.aspx](http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx)

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004 as amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009.</p> <p>The Standard Conditions of Tender 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 Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clauses marked "F" in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the Service Provider</p>
	<p>binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
F.1.1	<p>The Employer is the <b>King Cetshwayo District Municipality</b>.</p>

F.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>The tendering Service Provider’s attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a Service Provider when submitting a tender. The Service Provider must complete these documents, including the “Offer” document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the “Tender Document in a single volume”:</p> <p><u>The Tender</u></p> <p>T1: Tendering Procedures  T1.1 Notice and Invitation to Tender  T1.2 Tender Data</p> <p>T2: Returnable Documents    T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><u>The Contract</u></p> <p>C1: Agreement and Contract Data  C1.1 Form of Offer and Acceptance  C1.2 Contract Data</p> <p>C2: Pricing Data    C2.1 Pricing Instructions</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
F.1.4	<p>The Employer’s Agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
F.2.1	<p><b><u>Tenders will only be considered for acceptance if</u></b> (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> <li>1. The tendering Service Provider is a civil engineering business undertaking a professional consulting services, which is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering technologist and will assign a structural engineer to this project</li> <li>2. Certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation.</li> </ol>

	<p>3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture;</p> <p>4. At least one registered professional civil engineer or a registered professional civil engineering technologist, of whom the same documentation as in 2 above has been included in the tender of the tendering Service Provider, has been listed in C1.2.3, clause 7.1.2 Key Persons;</p> <p>5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;</p> <p>6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform a risk assessment as described in 6(b) hereafter and referred to in T2.1 – sub paragraph 4;</p> <p>(b) Tender offers are judged by an evaluation panel to represent an acceptable risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.</p> <p>The risk criteria as follows:</p>
	<p><b>Description of risk criteria and sub criteria</b></p> <p>(Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.</p>
	<p>A Allocation of <b>suitably qualified and appropriately experienced human resources</b>, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. <b>No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.</b>]</p>

	B	<p>The tendering Service Provider's <b>experience and performance on comparable projects</b> during the past 10 years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (concrete structures), locality/area of execution (site-specific influences, knowledge of local conditions, etc.) and stage of its/their development.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. <b>No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.</b>]</p>
	C	<p><b>Confirmation of the required level of professional indemnity insurance</b> specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).</p> <p>[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. <b>Unconfirmed professional indemnity insurance will render the tender as unacceptable i.t.o. risk and excluded from further consideration.</b>]</p>
	D	<p><b>Attendance</b> of compulsory clarification meeting, if applicable in terms of F.2.7 below, by a representative of the tendering Service Provider.</p> <p>[Non-attendance, if compulsory in terms of F.2.7, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. <b>Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.</b></p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p>
	E	Other – N/A
	F	Other – N/A
F.2.7	<p>Attendance of said clarification meeting is compulsory.</p> <p>The compulsory clarification shall be held as per advertisement</p>	
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original.	
F.2.13.4	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."	

F.2.13.5	<p>The Employer's addresses for delivery of tender offers are as advertised.</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope:  <b>Service Provider 's name, contact address and telephone number</b> and in the top left corner on the back of the envelope:  <b>"Tender no. KCDM/24/2022 "</b> (and fill in the tender number as on the front page here of) <b>"ADDITIONAL PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS"</b>.</p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tenders is as advertised.
F.2.16	The tender validity period is 90 Days.
F.2.19	The Service Provider shall provide access for inspections to his offices as may be required by the Employer.
F.2.22	Not a requirement.
F.2.23	The Service Provider is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
F.3.4	<p>The time and location for opening tender offers are:</p> <p>Time: tenders will be opened immediately or as soon as possible after the closing time as advertised.  Location: <b>Online</b></p>
F.3.5	A two-envelope procedure will not be followed.
F.3.9.3	<p>Omit the wording and replace with the following:</p> <p>"Notify the Service Provider of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the Service Provider to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4."</p>
F.3.9.4	<p>Omit the wording of the first sentence and replace with:</p> <p>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"</p>
F.3.9.4 (continue d)	<p>Add sub-paragraph c) as follows:</p> <p>"c) If the Service Provider does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the Service Provider is to be classified as not acceptable/nonresponsive and removed from further contention."</p>
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2.
F.3.11.2	Not applicable.
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The evaluation of Tenders will be based on the information contained in the Tenders received in Tender to the Tender, which may further be supplemented by the presentations and clarification information provided. All Tenders shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability with at all times be paramount.</p>

**valuation and Scoring Methodology**

The evaluation of the Tenders by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation;

Table No.1

Level	Criteria	Description
1.	Verify Completeness	The Tender is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Tender requirements and formalities have been complied with. Incomplete Tenders may be <b>disqualified</b> .
2.	Verify Compliance	The Tenders are checked to verify that the essential Tender requirements have been met. Non-compliant Tenders may be disqualified.
3.	Detailed Evaluation of Technical Proposal: <b>Functionality Criteria</b>	Detailed analysis of Tenders to determine whether the Tenderer is capable of delivering the project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is 75%, any Tenderer who fails to meet the minimum requirement may be disqualified. Any tenderer with zero experience in designing of concrete structure will be automatically disqualified.</b>
4.	B-BBEE	Evaluate BBBEEE compliance
5.	Price Evaluation	Tenderers will be evaluated on price offered
6.	Scoring	Scoring of Tenders using the Method 2:  Functionality Criteria minimum qualifying points (75%).
7.	Recommendation	Report formulation and recommendation of Preferred and Reserved Tenderers.
9.	Approval	Approval and notification of the final Tenderer.

**Fairness and Transparency**

The Municipality views fairness and transparency during the tender process as an absolute on which KCDM will not compromise. KCDM will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to KCDM.

The evaluation process will be tightly monitored and controlled by KCDM to ensure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

**Evaluation and Evaluation Criteria**

The evaluation of Tenders to determine whether the Tenderer is capable of delivering the project in terms of its business credentials, empowerment and technical capacity and experience, will be evaluated according to the following **Evaluation Criteria:**

**1. Technical Evaluation:** The criteria list hereunder will provide minimum qualifications factors / competencies to be considered by the Evaluation Committee on evaluation of this Tender. Each criterion shall score at least 75% before the next criteria is evaluated. If the Tenderer scores less than 75% in one criterion, the Tender may not be evaluated further and may be deemed non-responsive to execute the service.

Table 3: Functionality Criteria

No	Criteria	Points allocation
1	Technical qualification and Competence	30
2	Company experience	30
3	Adequacy of proposed work plan and proposed methodology	20
4	Quality Management System	10
5	Logistics and availability of local resources	10
<b>TOTAL</b>		<b>100</b>

**Tenderers who do not achieve the 75% threshold on Functionality (Quality) criteria evaluation may be automatically disqualified.**

**Functionality** will be scored on criteria listed below and described under proposal;

- i. Show the competence of the company through qualifications and experience.
- ii. List previous similar projects with references and cost of projects.
- iii. Provide a proposed approach and methodology for project execution including schedule (Gant Chart is the preferred format of the time schedule)
- iv. Functionality criteria will be allocated 20 points in final evaluation criteria;

**Detailed breakdown of the Evaluation Criteria** (For all infrastructure projects)

No	Criteria	Criteria Description	Sub-criteria	Score	Points allocation
1	<b>Technical qualification and Competence</b>  (CVs – RS0011.2)	<b>Project Leader</b>  1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered. Traceable Record in relevant project(s) tendered for as Project Leader or Project Engineer.	Over 7 years of similar experience with 5 years after registration.	10	10
			5-6 years of similar experience with 2 years after registration.	5	
			3-4 years of similar experience with 2 years after registration.	2,5	
			1-2 year of experience and not registered.	Disqualification	
		<b>Design Specialist</b>  1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered. Traceable Record in relevant project(s) tendered for.	Over 7 years of experience with 5 years after registration.	10	10
			5-6 years of experience with 2 years after registration.	5	
			3-4 years of experience with 2 years after registration.	2,5	
			1-2 year of experience not registered registration.	Disqualification	
		<b>Contracts Engineer/Manager</b>  1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered. OR 1 X Professional Project Manager (SACPCMP) registered. Traceable Record in relevant project(s) tendered for. Detailed experiential exposure to the management of the GCC or FIDIC and/or NEC3 suite of contracts must be clearly described in the relevant CV.	Over 7 years of experience with 5 years after registration.	10	10
			5-6 years of experience with 2 years after registration.	5	
			3-4 years of experience with 2 years after registration.	2,5	
			1-2 year of experience not registered registration.	Disqualification	
<b>Sub-total</b>					<b>30</b>

<b>2</b>	<b>Company experience</b>  (Reference letter RS0010.2)	Service Provider's understanding and definition of scope of works	Five (5) projects and above	10	10
			Four (4) projects	8	
			Three (3) projects	6	
			Two (2) projects	4	
			One (1) projects	2	
			No projects	Disqualification	
	Service Provider offering innovation, economical and applicable engineering selection and solutions.	Very Good	4		
		Good	2		
		Satisfactory	1		
		Poor	0		
	Service Provider's ability to issue accurate work with no to minimum inconsistencies within documentation	Very Good	4		
		Good	2		
		Satisfactory	1		
		Poor	0		
	Service Provider's ability to meet deadlines do project within Budget and quality requirements	Very Good	4		
		Good	2		
		Satisfactory	1		
		Poor	0		
	Claims submitted were accurate and complete, inclusive of all required supporting documents and backup data, and submitted on a timely basis	Very Good	4		
Good		2			
Satisfactory		1			

		reflective to the contract requirements. (specify evidence for them to send for this criteria)	Poor	0	
		The Consultant's design met all applicable laws, regulatory and permitting requirements for the project. (Where applicable) Environmental authorization, Water Use Licence, Work Permit, Wayleave approval, Acquisition of land and/or Permission to occupy (PTO) were acquired timeously.	Very Good	4	
			Good	2	
			Satisfactory	1	
			Poor	0	
				<b>Sub-total</b>	<b>30</b>
<b>3</b>	<b>Adequacy of proposed workplan and proposed methodology</b> (per scope of work tendered for)	The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.	Very Good	20	<b>20</b>
		The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	Good	15	
		The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.	Satisfactory	10	
		The technical approach and/or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	Poor	5	
		No submission (Disqualify)	N/A	Disqualification	

<b>4</b>	<b>Quality Management System</b>	The tenderer is certified to maintain an internationally accepted quality assurance system.	ISO 9001: 2015 Certified (Proof attached)	10	<b>10</b>
		The tenderer's quality assurance system registration in progress	Detailed company quality management program has been registered for certification (Proof attached)	8	
		The tenderer employs a reasonable quality assurance system.	Detailed company quality management program (Proof attached)	5	
		No submission	No submission	Disqualification	
<b>5</b>	<b>Availability of local office</b>	Availability of a local office	Within King Cetshwayo District Municipality	10	<b>10</b>
			Within KwaZulu Natal	8	
			Within South Africa	2	
			Outside South Africa	0	
<b>GRAND TOTAL</b>					<b>100</b>

**Detailed breakdown of the Evaluation Criteria (For RRAMS, WSDP, IWMP, Process Audits and Others)**

No	Criteria	Criteria Description	Sub-criteria	Score	Points allocation
1	<b>Technical qualification and Competence</b>	<b>Project Leader</b> 1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered and/or (for IWMP and Process Audits) SACNASP Professional Scientist. Traceable Record in relevant project(s) tendered for as Project Leader or Project Engineer.	Over 7 years of experience with 5 years after registration.	10	10
			5-6 years of experience with 2 years after registration.	5	
			3-4 years of experience with 2 years after registration.	2,5	
			1-2 year of experience and not registered.	Disqualification	
		<b>Specialist</b> 1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered and/or (for IWMP and Process Audits) SACNASP Professional Scientist. Traceable Record in relevant project(s) tendered for.	Over 7 years of experience with 5 years after registration.	10	10
			5-6 years of experience with 2 years after registration.	5	
			3-4 years of experience with 2 years after registration.	2,5	
			1-2 year of experience not registered registration.	Disqualification	
		<b>Project Manager</b> 1 X Civil Engineer or Technologist ECSA (Pr Eng / Pr Tech Eng/Cert Eng) registered. OR 1 X Professional Project Manager (SACPCMP) registered or (for IWMP and Process Audits)	Over 7 years of experience with 5 years after registration.	10	10
			5-6 years of experience with 2 years after registration.	5	
			3-4 years of experience with 2 years after registration.	2,5	

		SACNASP Professional Scientist. Traceable Record in relevant project(s) tendered for.	1-2 year of experience not registered registration.	Disqualification	
<b>Sub-total</b>					<b>30</b>

<b>2</b>	<b>Company experience</b> (Reference letter)	Demonstrated experience with respect to specific aspects of the project. Successful completion of similar projects (in nature and value) in the last ten (10) years. (Applicable per project category tendered for)	Five (5) projects and above	10	10	
			Four (4) projects	8		
			Three (3) projects	6		
			Two (2) projects	4		
			One (1) projects	2		
			Disqualification	0		
			<b>Demonstrated experience (past performance) in comparable projects</b>			20
		<b>Timeliness of performance</b>	Technical reports and meeting minutes of the project were completed on time per the agreement.	Very Good	4	
				Good	2	
				Satisfactory	1	
				Poor	0	
		<b>Budget or Cost Control</b>	Project managed within the available/approved budget.	Very Good	4	
				Good	2	
				Satisfactory	1	
				Poor	0	
		<b>Quality of Work Performance</b>	The Consultant performed services with the degree	Very Good	4	
				Good	2	

TENDER

T21

Part T1: Tendering Procedures

Tender Data

		of skill and diligence normally practiced by professional engineers or consultants performing the same or similar work.	Satisfactory	1	
			Poor	0	
		Claims submitted were accurate and complete, inclusive of all required supporting documents and backup data, and submitted on a timely basis reflective to the contract requirements. (specify evidence for them to send for this criteria)	Very Good	4	
			Good	2	
			Satisfactory	1	
			Poor	0	
		Demonstrated understanding of the client brief and project area. Timeous finalization and submission of the technical reports with no or minimal revision required.	Very Good	4	
			Good	2	
			Satisfactory	1	
			Poor	0	
				<b>Sub-total</b>	<b>30</b>
<b>3</b>	<b>Adequacy of proposed workplan and proposed methodology</b> (per scope of work tendered for)	The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches.	Very Good	20	<b>20</b>
		The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	Good	15	
		The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.	Satisfactory	10	

		The technical approach and/or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	Poor	0	
		No submission (Disqualify)	N/A	Disqualification	
<b>4</b>	<b>Quality Management System</b>	The tenderer is certified to maintain an internationally accepted quality assurance system.	ISO 9001: 2015 Certified (Proof attached)	10	<b>10</b>
		The tenderer's quality assurance system registration in progress	Detailed company quality management program has been registered for certification (Proof attached)	8	
		The tenderer employs a reasonable quality assurance system.	Detailed company quality management program (Proof attached)	5	
		No submission	No submission	Disqualification	
<b>5</b>	<b>Availability of local office</b>	Availability of a local office	Within King Cetshwayo District Municipality	10	<b>10</b>
			Within KwaZulu Natal	8	
			Within South Africa	2	
			Outside South Africa	0	
<b>GRAND TOTAL</b>					<b>100</b>

F.3.11.3 (continue d)	<p>Scoring for preferences:</p> <p>Up to 100 minus <math>W_3</math> tender evaluation points will be awarded to the Service Provider who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>Only a B-BBEE Status Level Verification Certificate issued by a registered auditor, accounting officer as contemplated in S60(4) of the Close Corporation Act, 60 of 1984, or an accredited verification agent will be accepted.</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Service Providers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Preference points will be allocated according to the following *table:</p> <table border="1" data-bbox="359 853 1482 1323"> <thead> <tr> <th rowspan="2">B-BBEE Status Level of contributor</th> <th colspan="2">Number of preference points, where <math>W_3</math> :</th> </tr> <tr> <th>= 90</th> <th>= 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>20</td> </tr> <tr> <td>2</td> <td>9</td> <td>18</td> </tr> <tr> <td>3</td> <td>8</td> <td>16</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <td>6</td> </tr> <tr> <td>7</td> <td>2</td> <td>4</td> </tr> <tr> <td>8</td> <td>1</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <p>* PPPFA Regulations 2017 – Reg. 5(2) and Reg.6 (2).</p>	B-BBEE Status Level of contributor	Number of preference points, where $W_3$ :		= 90	= 80	1	10	20	2	9	18	3	8	16	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
B-BBEE Status Level of contributor	Number of preference points, where $W_3$ :																																
	= 90	= 80																															
1	10	20																															
2	9	18																															
3	8	16																															
4	5	12																															
5	4	8																															
6	3	6																															
7	2	4																															
8	1	2																															
Non-compliant contributor	0	0																															
F.3.11.3 (continue d)	Not applicable.																																
F.3.11.4	Not applicable.																																
F.3.11.9	Not applicable.																																
F.3.17	The number of paper copies of the signed contract to be provided by the employer is <u>one (1)</u> .																																

<b>SELECTION OF SPECIALIZATION AREAS TENDERED FOR</b>
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**AREA OF SPECIALIZATION TENDERED FOR**

Tenderer to select by tick  specialization area(s) to be considered for here below:

No.	Specialization area	Tendered for	Not Tendered for
1.	Water Purification Plants,		
2.	Wastewater Treatment Plants,		
3.	Bulk water and wastewater pipelines,		
4.	Water and sewer reticulation pipelines,		
5.	Development of underground water supply system, (including sighting of boreholes)		
6.	Development of water resources,		
7.	Rural Road and Asset Management Programme (RRAMS),		
8.	Water Conservation and Water Demand Management (WC/WDM) / Non-Revenue Water Reduction Programme		
9.	Review of Water Services Master Plan and Water Services Development Plan,		
10.	Water and Wastewater Treatment Plant Annual Process Audits,		
11.	Review of Integrated Waste Management Plan,		
12.	Development, management and operations of landfill sites		
13.	Infrastructure Programme Management Services		

**NB:****The above table to be fully completed as follows:**

1. Tenderer to tick under tendered for column if he wishes to be considered for the specialization area.
2. Tenderer to tick under not tendered for column if he wishes not to be considered for the specialization area.

## T2.1 LIST OF RETURNABLE SCHEDULE DOCUMENTS

### 2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers shall comply with the following requirements; failure to comply may or will lead to disqualification;

1 Returnable Schedules – Evaluation Documents

Returnable Schedule	Description	Compliance Evaluation	Technical Evaluation
RS0001	Form of Acceptance and Declaration	√	
RS0002	Workmen's Compensation Letter of Good Standing: COID	√	
RS0003	The Engineer's and/Specialist's Proof of Professional registration	√	
RS0004	Municipal Accounts	√	
RS0005	Declaration of Tenderer's Past Supply Chain Management Practices	√	
RS0006	Certificate of Independent Tender Determination	√	
RS0007	Declaration of Interest	√	
RS0008	Certificate for Attendance of Compulsory Briefing Session	√	
RS0009	Certificate of Insurance Cover	√	
RS0010	List of Similar Projects Carried out in the last 5 years		√
RS0011	Qualifications and Key Personnel		√
RS0012	Preliminary Implementation Programme		√
RS0013	Technical Approach and Methodology		√
RS0014	Quality Management System		√
RS0015	Preferential Procurement Framework MBD 6.1		√
RS0016	Acceptance	√	

2 C1.1 Offer and Acceptance (Part 1) - Evaluation Documents

3 C1.2 Contract Data (Part 2)

4 C2.2 Bill of Quantities - Evaluation Documents

**RS0001: FORM OF ACCEPTANCE AND DECLARATION**

The Municipal Manager  
 King Cetshwayo District Municipality  
 Private Bag X1025  
 RICHARDS BAY  
 3900

I/We ..... (To be completed)  
**(Representative or Company Name)**

The undersigned, having examined the Specification, hereby offer to supply the Municipality with the requirements called for on the Municipality's Form of Tender and Specifications, "Form A" attached, in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this tender up to the order date.

I/We further undertake, in the event of the acceptance of this tender, either wholly or in part, to enter into a formal contract, if required, and to provide one good and sufficient surety for the due fulfillment of the contract to the satisfaction of the Municipality.

I/We also agree:

- (a) that if the tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us;
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:  
  
 King Cetshwayo District Municipality  
 King Cetshwayo House  
 Private Bag X 1025  
 RICHARDS BAY  
 3900
- (c) the law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

**I/WE ALSO DECLARE THAT:**

- 1) the information provided is true and correct;
- 2) the signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid original (or valid certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted  
  
In the case where it is not possible for a Service Provider to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.  
  
In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.
- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) the original valid tax clearance certificate is attached or the Pin Number has been submitted
- 6) My municipal rates and taxes are paid up to date and the following is attached:

**A. SERVICE PROVIDER IS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM ITS PREMISES**

A.1 In the case where the Service Provider owns the property from which the Service Provider's business operates from, an original or certified copy of the Service Provider's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

**NB:** Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices

**OR****B. SERVICE PROVIDER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

B.1 In the case where the Service Provider does not own property and is a tenant for the purpose of its business establishment, the Service Provider to provide an original or certified copy of a certificate from its landlord certifying that all the tenant's payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

B.2 In the case where the Service Provider as tenant is responsible for its own municipal accounts with the municipality then Service Provider must attach the letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.**

**RS0002: WORKMEN’S COMPENSATION LETTER OF GOOD STANDING: COID**

**PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE WORKMEN’S COMPENSATION COMMISSIONER LETTER OF GOOD STANDING MUST BE ATTACHED.**

*Please provide a valid certificate number of the Workmen’s Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen’s Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.*

Workmen’s Compensation registration number: \_\_\_\_\_

Workmen’s Compensation certificate number: \_\_\_\_\_

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen’s Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen’s Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen’s Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.**

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**RS0003: THE CIVIL ENGINEERS' AND SPECIALISTS' PROOF OF ECSA / SACNASP /  
SACPCMP PROFESSIONAL REGISTRATION**

**PLEASE ATTACH VALID CERTIFIED COPY OF PROFESSIONAL REGISTRATION TO THIS PAGE.**

<b>No.</b>	<b>Specialization area</b>	<b>Project Leader</b>	<b>Specialist(s)</b>	<b>Contracts Engineers</b>
1.	Water Purification Plants,	ECSA	ECSA / SACNASP	ECSA/ SACPCMP
2.	Waste Water Treatment Plants,	ECSA	ECSA / SACNASP	ECSA/ SACPCMP
3.	Bulk water and wastewater pipelines,	ECSA	ECSA	ECSA/ SACPCMP
4.	Water and sewer reticulation pipelines,	ECSA	ECSA	ECSA/ SACPCMP
5.	Development of underground water supply system,(including sighting of boreholes)	ECSA	SACNASP	ECSA / SACNASP/ SACPCMP
6.	Development of water sources,	ECSA	ECSA	ECSA/ SACPCMP
7.	Rural Road and Asset Management Programme (RRAMS),	ECSA	ECSA	N/A
8.	Water Conservation and Water Demand Management (WC/WDM) / Non-Revenue Water Reduction Programme	ECSA	ECSA	ECSA/ SACPCMP
9.	Review of Water Services Master Plan,	ECSA	ECSA	N/A
10.	Review of Water Services Development Plan,	ECSA	ECSA	N/A
11.	Review of Integrated Waste Management Plan,	ECSA / SACNASP	ECSA / SACNASP	N/A
12.	Water Purification Plant Annual Process Audits,	ECSA / SACNASP	ECSA / SACNASP	N/A
13.	Waste Water Treatment Plant Annual Process Audit,	ECSA / SACNASP	ECSA / SACNASP	N/A
14.	Development, management and operations of landfill sites	ECSA	ECSA / SACNASP	ECSA / SACNASP
15.	Infrastructure Programme Management Services	ECSA	ECSA	ECSA/ SACPCMP

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED.**

**RS0004: MUNICIPAL ACCOUNTS**

<p>PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED IN THE CASE WHERE:</p>	
<p><b>A. TENDERER AS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM PREMISES</b></p>	
<p><u>A.1</u> In the case where the tenderer owns the property from which the tenderer’s business operates from, an original or certified copy of the tenderer’s business (not older than months) indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse &amp; sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.</p>	<input type="checkbox"/>
<p>OR</p>	
<p><u>A.2</u> In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal account is billed. If the property rates, electricity, water, refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.</p>	<input type="checkbox"/>
<p>NB: Should there be separate tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.</p>	<input type="checkbox"/>
<p>OR</p>	
<p><b>B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES</b></p>	
<p><u>B.1</u> In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse &amp; sewer are paid up to date, or</p>	<input type="checkbox"/>
<p><u>B.2</u> In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse &amp; sewer.</p>	<input type="checkbox"/>
<p><u>B.3</u> In the case where the tenderer operates in the property owned by relative and does not pay rent or rate an affidavit from the relative confirming such must be attached</p>	<input type="checkbox"/>
<p><u>B.4</u> In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property). The incubator is to provide their original or certified copy of rates account or letter from the landlord.</p>	<input type="checkbox"/>

**Failure to do so may lead to your tender being disqualified.**

**RS0005: DECLARATION OF SERVICE PROVIDER 'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Tendering Document must form part of all Tenders invited.

It serves as a declaration to be used by municipalities and municipal entities 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.

The Tender of any Service Provider may be rejected if that Service Provider, or any of its directors have:

- Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- will fully neglected, reneged on or failed to comply with any government, municipal or other public sector Tender during the past five years; or
- been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the Service Provider or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<b>Is the Service Provider 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)?</b>  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the Service Provider or any of its directors convicted by a court of law (including a court of law outside 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	<b>Does the Service Provider or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any Tender between the Service Provider and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the Tender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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 TENDER, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.. .....  
Signature Date

.. .....  
Position Name of Service Provider

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED**

**RS0006: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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 consortium<sup>3</sup> will not be construed as collusive bidding.
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.

**<sup>3</sup> 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.**

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

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative: .....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity Numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? YES / NO
    - 3.8.1 If yes, furnish particulars .....

<sup>1</sup> MSCM Regulations: “in the service of the state” means to be –  
(a) a member of –  
(i) any municipal council;  
(ii) any provincial legislature; or  
(iii) the national Assembly or the national Council of provinces;  
(b) a member of the board of directors of any municipal entity;  
(c) an official of any municipality or municipal entity;  
(d) an employee of 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);  
(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.9 Have you been in the service of the state for the past twelve months? ..... YES / NO
  - 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
  - 3.10.1 If yes, furnish particulars .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  
**YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company’s directors, trustees, managers, Principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state?  
**YES / NO**

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.  
**YES / NO**

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....

.....

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED**

**RS0008: CERTIFICATE FOR ATTENDANCE OF COMPULSORY BRIEFING SESSION**

Certificates for attendance of compulsory session will be issued by the Employer during compulsory briefing session

ATTACH YOUR SIGNED ORIGINAL COMPULSORY CLARIFICATION MEETING ATTENDANCE CERTIFICATE TO THIS PAGE

**FAILURE TO DO SO WILL LEAD TO YOUR TENDER BEING DISQUALIFIED**

**Service Providers to attach hereto confirmation of current valid certified copy of Professional Indemnity Insurance Policy.**

Service Provider's must provide the Professional Indemnity to the minimum value of at least R3 000 000.00 by the credible financial institution registered with Financial Sector Conduct Authority (FSCA). Tenderers to note that Professional Indemnity will be revised on allocation of Work to match intricacy of the Works

The tenderer shall provide the following details of this insurance cover (and attached proof):

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: .....

**SECTION E2: RETURNABLE SCHEDULE: TECHNICAL REQUIREMENTS**

**SECTION E2: RETURNABLE SCHEDULE: TECHNICAL REQUIREMENTS**

**RS0010.1: LIST OF SIMILAR PROJECTS CARRIED OUT OVER THE PAST 10 YEARS**

1. Service Provider s must take care to provide accurate information in this return. Incorrect contact details of references listed will have a negative impact on scoring.
2. Table RS012.1.1 is a statement of similar work successfully executed by the Service Provider. If the space provided is insufficient, add more projects on a separate sheet by photocopying this template.
3. The Service Provider must indicate the numerical list number out of a given total number of lists submitted on the right top corner of each list.
4. The Service Provider should also indicate duration of each project in weeks as this will be used to calculate the number of years of relevant experience.

Table - 4: List of similar Projects carried out over the past 10 years

Employer Details		Description of Tender (name of project)	Project Value (incl. VAT)	Completion Date	Duration (weeks)
1. Employer's name:					
Contact:					
Tel:					
Cell:					
Email:					

Employer Details		Description of Tender (name of project)	Project Value (incl. VAT)	Completion Date	Duration (weeks)
2. Employer's name:					
Contact:					
Tel:					
Cell:					
Email:					
3. Employer's name:					
Contact:					
Tel:					
Cell:					
Email:					
4. Employer's name:					
Contact:					
Tel:					
Cell:					
Email:					

Employer Details		Description of Tender (name of project)	Project Value (incl. VAT)	Completion Date	Duration (weeks)
5. Employer's name:					
Contact:					
Tel:					
Cell:					
Fax:					
6. Employer's name:					
Contact:					
Tel:					
Cell:					
Fax:					

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED**

**RS0010.2: ATTACH AT LEAST FIVE (5) ORIGINALLY SIGNED OR CERTIFIED COPIES OF THIS PROJECT REFERENCE FORM FOR SIMILAR PROJECTS CARRIED OUT OVER THE PAST 10 YEARS**

**PROJECT REFERENCE FORM TEMPLATE**

Project Name:

.....

Name of Service Provider for whom I am giving reference:

.....

On Behalf of (Name of Organisation/Employer):

.....

**Start Date:** .....

**Completion Date:** .....

Activity	Excellent	Good	Fair	Poor
Service Provider’s understanding and definition of scope of works				
Service Provider offering innovation, affordable and applicable engineering selection				
Service Provider’s document management and control				
Service Provider’s ability to maintain core project team with minimum replacement				
Service Provider’s ability to issue accurate work with no to minimum inconsistencies within documentation				
Service Provider’s ability to meet deadlines and quality requirements				
Claims submitted were accurate and complete, inclusive of all required supporting documents and backup data, and submitted on a timely basis reflective to the contract requirements.				
The Consultant’s design met all applicable laws, regulatory and permitting requirements for the project. (Where applicable) Environmental authorization, Water Use Licence, Work Permit, Wayleave approval, Acquisition of land and/or Permission to occupy (PTO) were acquired timeously.				
Demonstrated understanding of the client brief and project area. Timeous finalization and				

submission of the technical reports with no or minimal revision required.				
---	--	--	--	--

Would you recommend this Service Provider for similar project without reservation? **Yes/No**

Project description/Brief Scope:

.....

.....

**Declaration:**

Name of Referee : .....

Telephone : .....

Email : .....

Signature : .....

Date : .....

**SERVICE PROVIDE MUST ALSO ATTACH APPOINTMENT LETTERS FOR EACH PROJECT REFERENCED IN ORDER FOR THE REFERENCE TO BE CONSIDERED.**

**RS0011: QUALIFICATIONS AND KEY PERSONNEL****RS0011.1 LIST OF KEY PERSONNEL ASSIGNED TO THE TENDER**

1. Provide relevant information as prescribed below for the following Key Persons proposed in the tender to fulfil the following positions:
2. Curriculum Vitae of all proposed staff need to be attached.

Table 5: List of personnel to be assigned to this project

<b>Name</b>	<b>ID No.</b>	<b>Current Position</b>	<b>No. of Years Employed</b>	<b>Professional Registration category &amp; Pr No.</b>
<b>CATEGORY 1 – PPROJECT LEADER</b>				
1.				
2.				
<b>CATEGORY 2 – DESIGN SPECIALIST</b>				
3.				
4.				
<b>CATEGORY 3 – CONTRACT ENGINEER/MANAGER</b>				
5.				
6.				

3. The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Service Provider, confirms that the contents of this schedule are within his / her personal knowledge and are to the best of his / her belief both true and correct.
4. Attach a proposed organogram to this page.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED**

**RS0011.2 - CV'S OF EACH KEY PERSONNEL MEMBER ON RS0011.1 MUST BE SUBMITTED****SUMMARY RESUME FORMAT:**

<b>Full Name(s)</b>	
<b>Surname</b>	
<b>ID Number</b>	

<b>Experience History (Summary)</b>	<b>Tertiary Qualifications (Highest order)</b>			
1. ..	1. ..			
2. ..	2. ..			
3. ..	3. ..			
4. ..	4. ...			
5. ..	<b>Professional Affiliation (Most relevant)</b>			
6. ..	<b>Category</b>	<b>Organization</b>	<b>Reg. No.</b>	<b>Date</b>

**Relevant Projects Completed Recently**

<b>No.</b>	<b>Description</b>	<b>Type (Planning/ Design/ Construction Management/ Turkey/Management/ Assessment/ (combination of the above)</b>	<b>Construction contract form (If applicable)</b>	<b>Start and End dates</b>	<b>Position(on the project)</b>
1.					
2.					
3.					
4.					
5.					
6.					

**Declaration by the Candidate:**

I solemnly declare that, to the best of my knowledge, all the information contained herein is true.

Candidate Signature: \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ (month & year).

**RS0012: PROGRAMME IMPLEMENTATION PLAN**

1. The proposed programme will be evaluated as per guideline in Table 7 and the final scoring transferred to Functionality Criteria Table 1-2.
2. The Service Provider shall detail an implementation programme reflecting the proposed sequence and tempo of execution of the main work components. The programme shall be in accordance with the information supplied in the Tender, requirements of the Project Specifications and with all other aspects of this Tender. Hence the Service Provider shall outline his/her proposed programme for completion of the works to conform even to the requirements.
3. The programme shall demonstrate understanding of the Municipality's infrastructure funding strategy.

Table 7: Scoring Guide for Preliminary Programme

<b>SUITABILITY OF PROGRAMME TO IMPLEMENT THE PROJECT</b>		<b>Points</b>
<b>No Submission</b>	No preliminary programme submitted	0
<b>Poor</b>	Programme is inadequate and/or considered unrealistic and does not achieve required completion date	3
<b>Fair</b>	Programme has most tasks detailed in correct sequential order with realistic periods per task	6
<b>Satisfactory</b>	Programme has basic tasks detailed in correct sequential order and is considered realistic and realistic and adequately as it shows the main components and compliance with contemplated duration	9
<b>Good</b>	Programme has basic tasks detailed in correct sequential order, showing all critical path with realistic periods per task and hence the Programme is considered realistic since it includes the main components and sub-components and compliance with contemplated duration	12
<b>Excellent</b>	Programme has all basic tasks detailed in correct sequential order, showing all critical path and key milestones (e.g. tie-in to existing infrastructure) showing all activities in detail with realistic periods per tasks and hence Programme is considered realistic as it includes the main components and subcomponents and linkages and compliance with the contemplated duration.	15

**INSERT PRELIMINARY PROGRAMME HEREUNDER**

**RS0013: TECHNICAL APPROACH AND METHODOLOGY**

For the purpose of developing technical approach and methodology for bulk and reticulation water and wastewater supply systems, the following projects may be used:

<b>No.</b>	<b>Specialization area</b>	<b>Typical Project (For evaluation purpose)</b>
1.	Water Purification Plants,	Upgrading of Phobane Water Purification Works from 20MI/day to 40MI/day.
2.	Wastewater Treatment Plants,	Upgrading of Nkandla Town Sewer Treatment Ponds and Sewer Reticulation.
3.	Bulk water and wastewater pipelines,	Planning and Implementation of Nkandla Vutshini Phase 1 Abstraction Works, Bulk Water and Reticulation Mains.
4.	Water and sewer reticulation pipelines,	
5.	Development of underground water supply system, (including sighting of boreholes)	Development of underground water sources within uMlalazi Local Municipality
6.	Development of water resources,	Development of a Dam within Nsuzi River for Nkandla Vutshini Water Supply
7.	Rural Road and Asset Management Programme (RRAMS),	Professional Engineering Services for RRAMS Programme
8.	Water Conservation and Water Demand Management (WC/WDM) / Non-Revenue Water Reduction Programme	Professional Engineering Services for Non-Revenue Water Reduction Programme
9.	Review of Water Services Master Plan and Water Services Development Plan,	Professional Engineering Services for the Review of Water Supply Master Plan and Water Service Development Plan
10.	Water and Wastewater Treatment Plant Annual Process Audits,	Undertake Process Audit Assessment of King Dinizulu Wastewater Treatment Works consisting of activated sludge process
11.	Review of Integrated Waste Management Plan,	Professional Engineering Services for the Review of Waste Management Plan

**TENDER****T50****T2.1****Part T2: Returnable Schedules****Returnable Schedules**

No.	Specialization area	Typical Project (For evaluation purpose)
12.	Development, management and operations of landfill sites	Expansion of the Empangeni Regional Solid Waste Landfill Site Through the Development Landfill Cell(s), including operation and management of the site.
13.	Infrastructure Programme Management Services	Programme and/or project management services for infrastructure projects

Service Providers are expected to demonstrate their competence and experience in **satisfying stated employer's objectives and managing project risks**. Service Provider should outline their broad understanding of the scope of work and their capabilities to undertake the work.

1. The method statement must therefore respond to the scope of work and outline the proposed technical approach/methodology. The method statement should articulate what value the Service Provider will add in achieving the stated objectives for the project.
2. **From the foregoing, the Service Provider must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include the quality plan which outlines processes, procedures and associated resources, applied whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.**
3. The Service Provider must attach his/her approach to this page. The approach should not be longer than 10 pages per specialization area. The scoring of the Technical Approach and Methodology is detailed under the Tender Data here above.
4. **The Service Provider must submit the Technical Approach and methodology for each specialization tendered for.**

**INSERT TECHNICAL APPROACH AND METHODOLOGY HEREUNDER**

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED**

---

**TENDER**

**T51**

**T2.1**

**Part T2: Returnable Schedules**

**Returnable Schedules**

**RS0014: QUALITY MANAGEMENT SYSTEM ISO: 9001**

C1. Quality assurance systems employed by the Service Provider in his office in order to ensure compliance with stated employer’s requirements ISO 9001: 2015 Certification: Service Provider s who are certified as being compliant to the International Organisation for Standardisation’s ISO 9001: 2015 quality management standard, will score higher in the functionality. Proof of certification or application with evidence of previously started process must be attached in order to qualify for functionality points. The extent of the use of this system must be attached in order to qualify for higher scores.

C2. Service Provider s who are following a quality management standard as set out by CESA/SABTACO will be deemed to be adequate if they indicate the extent of the use of this system which must be attached in order to qualify for satisfactory score.

C3. Proof of certification of the tender ingenuity and its sub-Service Provider (s) or JV partner(s) must be submitted with the tender.

C4. Note: Where the entity Tendering is a joint venture or consortium, provided one of these parties is ISO 9001: 2008 certified, and it has to be indicated on the Tender submitted that the party will take responsibility for quality management.

C5. Does the Service Provider have a quality management system which is certified in terms of ISO 9001: 2015

.....

YES	NO

C6. If “yes”, Service Provider to supply brief summary of structure of system

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

C7. If “no”, does the Service Provider intend to apply for certification?

YES	NO

By when? .....

OR

C8. If “no”, does the Service Provider have its own system?

YES	NO

.....  
.....

C9. If “yes”, please supply details of the system

.....  
.....

**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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) 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:

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

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.

## 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:

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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		
<b>OR</b>		
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
  - 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 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 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 Tenderer 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 –
  - (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 *audialterampartem* (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: .....

ADDRESS: .....

.....

**ATTACH BBBEE TO THIS PAGE**

**FAILURE TO DO SO MAY INVALIDATE YOUR TENDER**

**NB:**

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS SPECIFIED IN THIS TENDER DOCUMENT, OR FAILURE TO COMPLETE IN FULL THOSE SECTIONS REQUIRING COMPLETION, WHICH HAVE SPECIFIED AS DISQUALIFYING CRITERIONS, MAY INVALIDATE THE TENDER.**

*FOR AND ON BEHALF OF*

**NAME OF COMPANY**

\_\_\_\_\_

**ADDRESS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**NAME OF SERVICE PROVIDER**

\_\_\_\_\_  
**SIGNATURE OF SERVICE PROVIDER**

\_\_\_\_\_  
**DATE**

**PART C1: AGREEMENT AND CONTRACT DATA**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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**TABLE OF CONTENTS**

	<b>Page</b>
C1.1 Form of Offer and Acceptance	C2
C1.2 Contract Data	C7
C1.3 Conditions of Contract	C12
C1.4 Contractual Documentation	C24

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**IMPORTANT NOTE ON C1.1:**

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Employer and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Employer as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

**A tender in which Form A: OFFER has not been completed and signed by the Tenderer, will not be valid and may be disqualified from further consideration.**

TENDER KCDM/24/2022

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**A. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the 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 contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in words).....

.....Rands;

(in figures) R.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

**For the Tenderer:**

*(Insert name and address of organization)*.....

.....

Name & Signature of Witness .....

Date:.....

For official use		
INITIALS OF KCDM OFFICIALS AT THE TENDER OPENING SESSION		
1.	2.	3.

**Form B: ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the Tenderer acknowledges the receipt of a formal letter awarding the contract; (b) the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Consultant) within five working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties, effective from the date of signature below by the Employer.

**Signature:** *(of person authorized to sign the acceptance)*.....

**Name:** *(of signatory in capitals)* .....

**Capacity:** *(of Signatory)* .....

**Name of Employer:** *(organization)* King Cetshwayo District Municipality

**Address:** Corner of Kruger Rand & Barbados Bay Road, CBD, Richards Bay .....

Postal Address: Private Bag X1025, Richards Bay, 3900

**Telephone number:** 035 799 2500 ..... **Fax**

**number:**

**AS WITNESS**

**Signature:** ..... **Name:** *(in capitals)* .....

**Date:** .....

**Form C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by King Cetshwayo District Municipality prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

- 1. **Subject:**.....  
**Details:** .....
- 2. **Subject:**.....  
**Details:** .....
- 3. **Subject:**.....  
**Details:** .....
- 4. **Subject:**.....  
**Details:** .....
- 5. **Subject:**.....  
**Details:** .....
- 6. **Subject:**.....  
**Details:** .....
- 7. **Subject:**.....  
**Details:** .....

By the duly authorized representatives signing this Schedule of Deviations, King Cetshwayo District Municipality and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any

confirmation, clarification or change to the terms of the offer agreed by the Tenderer and King Cetshwayo District Municipality during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)*.....

Witness:

Signature: .....

Name: .....

Date: .....

**FOR KING CETSHWAYO DISTRICT MUNICIPALITY**

Signature: .....

Name: .....

Capacity: .....

**Witness:**

Signature: .....

Name: .....

Date: .....

By signing this part of this form of offer and acceptance, the Municipality identified below accepts the tenderers offer. In consideration thereof, the Municipality shall pay the Tenderor the amount due. Acceptance of the tenderers offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this Tender that is the subject of this agreement.

**C1.2 Contract Data****CONDITIONS OF CONTRACT**

**The Conditions of Contract are the Standard Professional Services Contract (July 2009)** published by the Construction Industry Development Board, together with the Municipality's Special 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.

**Health and Safety Agent**

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

**Black People**

*Black people has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).*

**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.*

**Consulting Engineering Firm/Consultant**

*It must be managed by a natural person or legal entity which provides primarily independent technology-based intellectual services in the built, human and natural environment to clients for a fee and which may be any of the following:*

- (a) *a Sole Practitioner who is a Registered Principal; In the case of a sole practitioner, such recognition will be limited to that of Professional Engineer, Professional Technologist or a Professional Technician registered in South Africa under the Engineering Professions Act of 2000;*
- (b) *a Partnership, in which at least 50% of the Partners are also Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering Professions Act of 2000;*
- (c) *a company in which at least 50% of the statutory Directors are also Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering Professions Act of 2000;*
- (d) *A subsidiary or regional office or associate office in South Africa of a foreign firm that is appropriately registered in South Africa and has at least 50% of its statutory Directors as Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering Professions Act of 2000 or such equivalent legislation outside of the Republic of South Africa;*

*Provided always that there shall be excluded from this definition any Firm:*

- (i) *which engages in or is a subsidiary or holding company of a company which engages in manufacturing or construction such as would in the opinion of the Board tend to influence the exercise of independent judgement of a Principal in such firm in relation to the matters in which the firm provides services and where the project liability is split between planning, design and execution phases of the works; or*
- (ii) *whose holding company has any other subsidiary which engages in manufacturing or construction unless the Board is satisfied that the independent judgement of the Principals of the firm is not influenced by the interests of such other subsidiary and where the project liability is split between planning, design and execution phases of the works; or*
- (iii) *which (in the opinion of the Board) is in substance owned by the State or a similar public body or is in substance the design department of a development, manufacturing or construction enterprise; or*
- (iv) *the ownership of which (in the opinion of the Board) is such as would tend to override the decisions of its statutory Directors and influence the reasonable decisions of the Principals in such firm in the exercise of independent judgement in relation to the technology-based intellectual services provided by such firm; or*
- (v) *where any persons directly or indirectly participating in the management of the firm are considered unsuitable by the Board which engages in or is a subsidiary or holding company of a company which engages in manufacturing or construction and whose clients are substantially its owners or any other subsidiary of its holding company.*

**Contract**

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

**Consultant**

The contracting party named as Consultant in the Letter of Tender of the Works Contract accepted by the Employer.

**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.

**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.

**EME**

*EME is 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, 2003 (Act No. 53 of 2003).*

**Employer**

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

**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.

**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, sub-contractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

**People with Disabilities**

*People with Disabilities has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).*

**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.

**Principal**

*A Principal of a Consulting Engineering Firm shall be any of the following who is in active practice in the firm:*

- A sole practitioner; or*
- Where the Consulting Engineering Firm is a partnership, all statutory directors; or*
- Where the Consulting Engineering Firm is a close corporation, all the statutory members; or*
- Where the Consulting Engineering Firm is a company (including locally registered subsidiary or regional office or associate office of a foreign firm), all the directors appointed in terms of the Companies Act or equivalent in the country of operation.*

**Project**

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

**QSE**

QSE is 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, 2003 (Act No. 53 of 2003).

**Registered Principal**

A Principal who is registered as a professional engineering practitioner with the Engineering Council of South Africa or as a professional registered with any other Professional body recognised by the South African Qualifications Authority (SAQA) or such equivalent recognised body outside of the Republic of South Africa.

**Scope of Work**

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

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.

**Sub-consultant**

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

**Targeted Enterprise**

It is a requirement of this tender that the tenderer sub-contract a minimum of 30% (thirty percent) of the work to Targeted Enterprises as defined in the Contract Data. A Consulting Engineering Firm who is an EME (BEP)\* or QSE (BEP)\*, contracted by the Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:

- a) Is at least 51% owned by black people and
- b) Has a B-BBEE status\* of 'level one or level two contributor'; and
- c) does not share equity holding with the Service Provider; and
- d) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- e) is registered on the National Treasury's Central Supplier Database (CSD).

\* NOTE: All references to EME, QSE, B-BBEE status are in terms of the amended Construction Sector Codes published in Notice 931 of 2017 in Government Gazette No 41287 on 1 December 2017.

**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.

**Youth**

*For purposes of this contract, Youth means persons between the ages of 18 (eighteen) and 35 (thirty-five).*

**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 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:*

- a) *the Form of Acceptance*
- b) *the Form of Offer*
- c) *the Contract Data*
- d) *the General Conditions of Contract*
- e) *the Scope of Work*
- f) *the Pricing Schedule and any other documents forming part of the Contract.*

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 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*.

### 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 subconsultants* 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:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.11.3. *In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target of work stated in the Contract Data to the Targeted Enterprise the Employer shall be entitled to levy a penalty as stated in the Contract Data.*

3.11.4. In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements the Employer may be entitled to levy a penalty as stated in the Contract Data.

### 2.4 Equipment and materials furnished by the Employer

2.4.1 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 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.

- 2.4.2 *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.

## 2.5 **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.

## 2.6 **Programme**

- 2.6.1 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.

- 2.6.2 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.

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

## 2.7 **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.*

## 2.8 **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.*

### 3. EMPLOYER'S OBLIGATIONS

#### 3.1 Information

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

#### 3.2 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.

#### 3.3 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:

- 3.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 3.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;
- 3.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- 3.3.4 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;
- 3.3.5 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.

#### 3.4 Services of others

- 3.4.1 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.
- 3.4.2 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 imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

### 3.5 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.

### 3.6 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.

### 3.7 Payment of Service Provider

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

## 4. SERVICE PROVIDER'S OBLIGATIONS

### 4.1 General

- 4.1.1 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*
- 4.1.2 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
- 4.1.3 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.
- 4.1.4 *Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatar" 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 5(5), (6) and (7) of the said Act.*
- 4.1.5 *The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by others.*
- 4.1.6 *All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.4.1.*

4.1.7 *The Service Provider shall enter into a contract over the full contract duration (either through partnership, joint venture or sub-contracting) with a Targeted Enterprise(s) to perform a percentage of work as stated in the Contract Data.*

4.1.8 *The Service Provider undertakes to pay the Targeted Enterprise(s) the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30<sup>th</sup> of the month following that in which the Targeted Enterprise(s) completed the work, whichever date is earlier.*

#### 4.2 **Exercise of authority**

4.2.1 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.

4.2.2 *Whenever necessary to enter upon land for the performance of the Contract the Service Provider shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.*

#### 4.3 **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.

#### 4.4 **Insurances to be taken out by the Service Provider**

4.4.1 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.

4.4.2 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.*

#### 4.5 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.

#### 4.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he shall perform the services in conjunction with Others or specialists who are providing services to the project and he may make recommendations to the Client in respect of such appointments for certain parts of the project.

The Service Provider shall, however, only be responsible for his own performance and the performance of his Subcontractors/specialist unless otherwise provided for.

#### 4.7 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.

#### 4.8 Safeguarding the Employer's data

4.8.1 *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.*

4.8.2 *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.*

#### 4.9 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.*

## 5. CONFLICTS OF INTEREST, *CORRUPTION AND FRAUD*

### 5.1 **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 sub-contractors, and agents of either of them shall, similarly, not receive any additional remuneration.

### 5.2 **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.

### 5.3 **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.

### 5.4 **Corruption and Fraud**

#### 5.4.1 *The Service Provider shall neither:*

- 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.*

#### 5.4.2 *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.*

5.4.3 *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:*

- (b) *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;*
- (c) *withholds all payments due,*
- (d) *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.*

## **6. SERVICE PROVIDER'S PERSONNEL**

### **6.1 Provision of Personnel**

- 6.1.1 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.
- 6.1.2 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 6.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the

replacement resource(s) is of a similar or better caliber than his predecessor and any adjustments will not cause rate/payment to exceed any limit placed on the Contract Price.

- 6.1.3 The Service Provider shall:
- a) 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.
  - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

## 6.2 Staff and equipment

- 6.2.1 The Service Provider shall employ and provide all qualified and experienced personnel required to perform the Services.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 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.

## 6.3 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*.

## 7. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT

### 7.1 Commencement

The effective date of the contract shall be the date of the Form of Acceptance. 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.

### 7.2 Completion

7.2.1 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.

7.2.2 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:

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

7.2.3 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.

7.2.4 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.

### 7.3 Force Majeure

7.3.1 *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.*

- 7.3.2 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.*
- 7.3.3 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.
- 7.3.4 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.
- 7.3.5 *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.*

## 7.4 Termination

7.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 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;
- 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) *Committing an offence in terms of clauses 6.1 and/or 6.4;*
- e) *if the Service Provider acts in such a way, under this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked; or*
- f) *if the Employer, at any time in its sole discretion determines that it no longer requires the completion of the Service by the Service Provider."*

*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.*

7.4.2 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.

7.4.3 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.

7.4.4 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 or either Party against the other.

7.4.5 *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.*

## 7.5 Suspension

7.5.1 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.

7.5.2 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.

## 7.6 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.

## 8. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

8.1 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.

- 8.2 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. This shall include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.
- 8.3 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.

## 9. SUCCESSION AND ASSIGNMENT

- 9.1 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.
- 9.2 An assignment including that of a sub-contractor, 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.
- 9.3 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.
- 9.4 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.
- 9.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

**SUB-CONTRACTING**

- 9.6 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.
- 9.7 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 Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 9.8 The Employer shall have no contractual relationships with Sub-contractors. However, if a Subcontractor 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.
- 9.9 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.
- 9.10 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors 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.
- 9.11 *The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25<sup>th</sup> of the month following that in which the sub-contractor invoiced for the work, whichever date is earlier.*

**10. RESOLUTION OF DISPUTES****10.1 Settlement**

- 10.1.1 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.
- 10.1.2 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.

## 10.2 Mediation

- 10.2.1 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.
- 10.2.2 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.
- 10.2.3 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 90 (ninety) days from entering into the mediation process, no resolution has been achieved.
- 10.2.4 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.

## 10.3 Adjudication

- 10.3.1 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.
- 10.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 10.3.3 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.
- 10.3.4 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.

#### 10.4 Arbitration

10.4.1 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 or Arbitrators.

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

### 11. LIABILITY

#### 11.1 Liability of the Service Provider

11.1.1 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.

11.1.2 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.

#### 11.2 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.

#### 11.3 Compensation

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

- (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.

#### 11.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (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.

#### 11.5 Limit of Compensation

11.5.1 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; or
- 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.*

11.5.2 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.

11.5.3 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.

#### 11.6 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.

#### 11.7 Exceptions

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

11.7.2 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 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.

## 12. 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:

- 12.1 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.
- 12.2 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 on receipt by him of the relevant invoice for interest, at the Prime overdraft rate plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 12.3 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.
- 12.4 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.
- 12.5 *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.*
- 12.6 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data.*

C1.2.2 Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

**INFORMATION PROVIDED BY THE EMPLOYER**

Clause	
1	The Employer is the <b>King Cetshwayo District Municipality</b>
1	The Project is:  ADDITIONAL PANEL OF CONSULTING ENGINEERING SERVICES FOR VARIOUS INFRASTRUCTURE PROJECTS ON AN AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.
1	The Period of Performance will be confirmed and agreed on by both Parties to this agreement.  Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the Senior Manager: Technical Services, details of whom are to be provided on inception of each assignment.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.12.1	A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.15	<u>For fees stipulated as "value based" in C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the section project manager, within a period of two (2) weeks following the briefing meeting.  The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the coordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme without acceptable reasons. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.

	The Employer retains the right to negotiate such submitted programme with the appointed Service Providers, if required, to promote the interest of the project.
3.16 .2	<p>Where <math>CPI_s</math> = the index of StatsSA P0141 (Table B) for the month during which the tender closed.</p> <p><math>CPI_n</math> = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website:</p> <p><a href="http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141">http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</a><a href="http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141">http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</a></p>
4.1. 1	<p>Briefing meeting:</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for the appointed Service Provider, as soon as practicable after the appointment of the professional team, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4. 1	<p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> <li>Insurance against Professional indemnity Cover is: R 10 million without a limit on the number of claims (The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's costs for defending any claim.) Period of cover: Structures – 25 years: all other instances – 10 years</li> <li>Insurance against general public liability Cover is: R 10 million Period of cover: Structures – 25 years: all other instances – 10 years</li> <li>Third Party Liability Cover is: R 5 million Period of cover: Duration of contract only.</li> </ol>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>Additional travelling that is over and above the travelling under the normal services and for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges;</li> <li>Deviate from the final programme as in clause 3.15 above;</li> <li>Deviate from or change the Scope of Services;</li> <li>Change Key Personnel on the Service.</li> <li>Appointing sub-contractors for the performance of any part of the Service.</li> <li>Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract.</li> </ol>

	<p>7. Authorising any work under a Variation (Works Authorisation) for the Works Contract.</p> <p>8. Authorising any work outside the contract limits.</p> <p>9. Over-expenditure on the Works Contract.</p> <p>10. Changing the scope of work for the Works Contract.</p> <p>11. Acceptance of work which is not in full compliance with specification and/or reduced payments under the Works Contract.</p> <p>12. All requirements in the relevant documents listed in Clause C3.1.6.</p> <p>13. Making statements to the media regarding the project.</p> <p>In respect of the matters listed in 1 to 13 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
7.2	<p>The Key Persons required for this project are:</p> <p>1. Project Leader</p> <p>2. Design Specialist</p> <p>3. Contract Engineer/Manager</p>
8.1	The Service Provider is to commence the performance of the Services immediately after the work has been allocated and Contract becomes effective and execution to be as per the programme in clause 3.14 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	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.
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.

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 5 years 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 R 5 million.
13.6	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of thirty-six months after ...".
14.6	Retention monies shall be 5% of the value of completed works up to a maximum of 1.5% of the contract amount (excluding VAT). Such retention monies shall be released by the Employer as follows: <ol style="list-style-type: none"> <li>1. 60% on receipt of approved draft Contract Close-out Report and As-built information within 3 (three) months of issue of the Certificates of the Works Contract or Certificate of Completion or Defects Certificate.</li> <li>2. 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 or Final Approval Certificate or Completion Certificate.</li> </ol>
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

<b>Clause</b>	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution of returnable schedule by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p>

	<p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than <b>R10 000 000</b>. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causal debit, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>
<p>7.1.2</p>	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are tabled as follows:</p>

No.	Name	Position	Professional Registration Category and number
1.		Project Leader	
2.		Alternative Project Leader (If any)	
3.		Design Specialist (specify:.....)	
4.		Design Specialist (specify:.....)	
5.		Alternative Design Specialist	
6.		Alternative Design Specialist	
7.		Contract Engineer/Manager	
8.		Alternative Contract Engineer/Manager	

**PRICING DATA**

<b>C2:</b>	<b>PRICING DATA</b>
<b>C2.1</b>	<b>Pricing Instructions</b>
C2.1.1	<p>C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.</p> <p>Unit:               The unit of measurement for each item of work as defined in the Scope of Works.</p> <p>Quantity:           The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.</p> <p>Rate:                The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.</p>
	<p>Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• On the 12-month anniversary date of the Contract base date the rates shall be adjusted by the 12-month and fixed for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.</li> </ul> <p>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.</p>
C2.1.1.2	<p><b>Service Providers are to tender:</b></p> <p><b>The <u>different rates</u> in terms of</b> Activity Schedule in the bill of quantities.</p> <p>Where the scope of work is uncertain remuneration will primarily be based on time and reimbursable expenses.</p> <p>Where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate appointments paid for on a time and cost basis, the remuneration can be determined using the guideline tariffs that are based on the cost of the works.</p>

**SCHEDULE OF RATES**

<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Rate (R)</b>
1	Director / Partner	hr	
2	Specialist Consultant	hr	
3	Senior Consultant	hr	
4	Senior Engineer	hr	
5	Senior Scientist	hr	
6	Senior Contract Manager / Senior Project Manager	hr	
7	Contract Manager / Project Manager	hr	
8	Engineer	hr	
9	Technologist	hr	
10	GIS Specialist	hr	
11	Technician	hr	
12	Clerk of Works	hr	
13	Administrator	hr	
14	Secretariat	hr	
15	Overhead factor	%	
16	Mark-up on outsourced services	%	

**Annual escalation of the above rates**

<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
1	Year 1 % increase	%	
2	Year 2 % increase	%	

**SCOPE OF SERVICES**

### **C3. SCOPE OF SERVICES**

#### **C3.1 GENERAL REQUIREMENTS**

##### **C3.1.1 Objectives**

The objective of this tender is to invite and appoint suitable and capable Professional Service Providers that can provide and maintain a professional service to the King Cetshwayo District Municipality in respective panel for the infrastructure development and project management in order to speedily and successfully implement the design, construction administration and closeout of this project.

The Service Provider shall provide "NORMAL" and "ADDITIONAL" professional services in full or partially, as and detailed in section C3.1.3. here below, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.

The Service Provider shall provide suitably qualified, registered and experienced personnel to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.

The Professional Service Providers will be appointed in the respective panels for a period up to three years, after which, new panels would be formed.

Capital Infrastructure Programme for the Municipality is funded through the following funding:

- i. Municipal Infrastructure Grant (MIG)
- ii. Regional Bulk Infrastructure Grant (RBIG)
- iii. Water Services Infrastructure Grant (WSIG)
- iv. Rural Road Asset Management Programme (RRAMS)
- v. Internal Funding, i.e. Municipal own funding.
- vi. Any other special funding either by government or private sector

##### **C3.1.2 Location**

King Cetshwayo District Municipality is located in the North-Eastern region of the KwaZulu-Natal Province. It covers an area of approximately 8213 square kilometres, from the town of Gingindlovu in the south, to the UMfolozi River in the north and inland to the mountainous beauty of Nkandla.

There are five local municipalities within the District, namely:

- a) uMhlathuze,
- b) uMlalazi,
- c) Mthonjaneni,
- d) Nkandla,
- e) UMfolozi

### C3.1.3 Description of the Works

The Consultant may be required to provide full or partial delivery of Services relevant to the Consultant's Specialist Discipline, area of practice and project required. Specific instructions and specification in that regard will be provided as and when the work is required and allocated.

The envisaged scope of works is the professional consulting services for the following:

- i) Water Purification Plants,
- ii) Waste Water Treatment Plants,
- iii) Bulk water and wastewater pipelines,
- iv) Water and sewer reticulation pipelines,
- v) Development of underground water supply system,
- vi) Development of water sources,
- vii) Rural Road and Asset Management Programme (RRAMS),
- viii) Water Conservation and Water Demand Management Programme (WC/WDM)
- ix) Review of Water Services Master Plan,
- x) Review of Water Services Development Plan,
- xi) Review of Integrated Waste Management Plan,
- xii) Water Purification Plant Annual Process Audits, and
- xiii) Waste Water Treatment Plant Annual Process Audit,
- xiv) Development, management and operations of landfill site

C3.1.3.1 The Services required is split in three section and may be, i.e.:

1. Planning studies, investigations and assessments
2. Normal Services and
3. Additional Services.

#### **Planning, studies, investigations and assessments**

These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

Typical Activities	Typical Deliverables
<ol style="list-style-type: none"> <li>i. Developing and defining the scope of work where required.</li> <li>ii. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.</li> <li>iii. Assessment of existing infrastructural elements with the view of informing the</li> </ol>	<ul style="list-style-type: none"> <li>• Agreed s collation of information</li> <li>• reports on technical and financial feasibility and related implications</li> <li>• list of consents and approval</li> <li>• schedule of required surveys, tests, analyses, site and other investigations</li> </ul>

<p>project on options of how to integrate existing works with proposed new works.</p> <p>iv. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.</p> <p>v. Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analysis, 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 client's expense.</p> <p>vi. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.</p> <p>vii. Investigating financial and economic implications relating to the proposals or feasibility studies.</p> <p>viii. Clause (9) does not normally apply to civil and structural services or on building projects, where these services are provided by a quantity surveyor, except as far as the interpretation of cost figures concerning the engineer's scope of works.</p> <p>ix. Assist the client to develop timeframes for next stages of the project where required.</p>	<ul style="list-style-type: none"> <li>time frames for upcoming deliverables.</li> </ul>
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Stages Typically Included as Services for Normal Project Delivery Stages

<b>STAGE 1. Inception</b>	
Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<p>xi. Assist in developing a clear project brief</p> <p>xii. Attend project initiation meetings</p> <p>xiii. Advise on procurement policy for the project</p> <p>xiv. Advise on the rights, constraints, consents and approvals</p> <p>xv. Define the scope of services and scope of work required</p> <p>xvi. Conclude the terms of the agreement with the client.</p> <p>xvii. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services</p>	<ul style="list-style-type: none"> <li>Agreed scope of services and scope of work</li> <li>Signed agreement</li> <li>Report on project, site and functional requirements</li> <li>Schedule of required surveys, tests, analyses, site and other investigations</li> <li>Schedule of consents and approvals and related timeframes.</li> </ul>

<p>xviii. Determine the availability of data, drawings and plans relating to the project</p> <p>xix. Advise on criteria that could influence the project life cycle cost significantly (financial design criteria)</p> <p>xx. Provide necessary information within the agreed scope of the project to other consultants involved</p>	
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<b>STAGE 2. Concept and Viability / Preliminary Design</b>	
Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>i. Agree documentation programme with principal consultant and other consultants involved</li> <li>ii. Attend design and consultants meetings</li> <li>iii. Establish the concept design criteria</li> <li>iv. Prepare initial concept design and related documentation</li> <li>v. Advise the client regarding further surveys, analyses, tests and investigations which may be required. Establish regulatory requirements and incorporate into the design</li> <li>vi. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents</li> <li>vii. Establish access, utilities, services and connections required for the design</li> <li>viii. Coordinate design interfaces with other consultants involved</li> <li>ix. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing                             <ul style="list-style-type: none"> <li>i. Provide cost estimates and life cycle costs as required</li> </ul> </li> <li>ii. Liaise, co – operate and provide necessary information to the client, principal consult and other consultants involved</li> </ul>	<ul style="list-style-type: none"> <li>• Concept design</li> <li>• Schedule of required surveys, tests and other investigations and related reports</li> <li>• Process design</li> <li>• Preliminary design</li> <li>• Cost estimates as required</li> </ul>

<b>STAGE 3. Design Development/ Detail Design</b>	
Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>i. Review documentation programme with principal consultant and other consultants involved</li> <li>ii. Attend design and consultants meetings</li> <li>iii. Incorporate clients and authorities detailed requirements into the design</li> <li>iv. Incorporate other consultants designs requirements into the design</li> <li>v. Prepare design development drawings including draft technical detail details and specifications</li> <li>vi. Review and evaluate design and outline specification and exercise cost control</li> <li>vii. Prepare detailed estimates of construction cost</li> <li>viii. Liaise, co – operate and provide necessary information to the principal consultant and other consultants involved.</li> <li>ix. Submit the necessary design documentation to local and other authorities for approval</li> </ul>	<ul style="list-style-type: none"> <li>• Design development drawings</li> <li>• Outline specifications</li> <li>• Local and other authority submission drawings and reports</li> <li>• Detailed estimates of construction</li> </ul>

<b>STAGE 4. Documentation and Procurement</b>	
Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>i. Attend design and consultants meetings</li> <li>ii. Prepare specifications and preambles for the works</li> <li>iii. Accommodate services design</li> <li>iv. Check cost estimates and adjust designs and documents if necessary to remain within budget</li> <li>v. Formulate the procurement strategy for contractors or assist the principal consultant where relevant</li> <li>vi. Prepare documentation for contractor procurement</li> <li>vii. Review designs, drawings and schedules for compliance with approved budget</li> <li>viii. Assist in calling for tenders and / or negotiation of prices and / or assist the principal consultant where relevant</li> <li>ix. Liaise, co – operate and provide necessary information to the principal consultant and the other consultants as required.</li> <li>x. Assist in the evaluation of tenders</li> <li>xi. Assist with the preparation of contract documentation for signature</li> <li>xii. Assess samples and products for compliance and design intent</li> </ul>	<ul style="list-style-type: none"> <li>• Specifications</li> <li>• Services co – ordination</li> <li>• Working drawings</li> <li>• Budget construction cost</li> <li>• Tender documentation</li> <li>• Tender evaluation report</li> <li>• Tender recommendations</li> <li>• Priced contract documentation</li> </ul>

<b>STAGE 5. Contract Administration and Inspection</b>	
Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of works	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Attend site handover ii. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections iii. Carry out contract administration procedures in terms of the contract iv. Prepare schedules of predicted cash flow v. Prepare pro – active estimates of proposed variations for client decision making vi. Attend regular site, technical and progress meetings vii. Inspect works for conformity to contract documentation viii. Adjudicate and resolve financial claims by the contractor ix. Assist in the resolution of contractual claims by the contractor x. Establish and maintain a financial control system xi. Clarify details and descriptions during construction as required xii. Prepare valuations for payment certificates to be issued by the principal agent xiii. Witness and review of all tests and mock ups carried out both on and off site xiv. Witness and review of all tests and mock ups carried on and off site xv. Check and approve contractor drawings register xvi. Issue contract instructions as and when required xvii. Review and comment on operation and maintenance manuals, guarantee certificates and warranties xviii. Inspect the works and issue practical completion and defects lists	<ul style="list-style-type: none"> <li>• Schedules of predicted cash flow</li> <li>• Construction documentation</li> <li>• Drawing register</li> <li>• Estimates for proposed variations</li> <li>• Contract instructions</li> <li>• Financial control reports</li> <li>• Valuations for payment certificates</li> <li>• Progressive and draft final accounts</li> <li>• Practical completion and defects list</li> <li>• Electrical certificate of compliance</li> <li>• Where a quantity surveyor is included in the project team building works, activities (iv), (v),(vii), (x) and (xii) and related deliverables will not be required from engineer.</li> </ul>

xix. Assist in obtaining statutory certificates	
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<b>STAGE 6. Close - Out</b>	
Fulfill and complete the project close – out including necessary documentation to facilitate effective completion, handover and operation of the project	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>i. Inspect and verify the rectification of defects</li> <li>ii. Receive, comment and approve relevant payment valuations and completion certificates</li> <li>iii. Prepare and/ or procure operations and maintenance manuals, guarantees and warranties</li> <li>iv. Prepare and/ or procure as – built drawings and documentation</li> <li>v. Conclude the final accounts where relevant.</li> </ul>	<ul style="list-style-type: none"> <li>• Valuations for payment certificates</li> <li>• Works and final completion lists</li> <li>• Operations and maintenance manuals, guarantees and warranties</li> <li>• As – built drawings and documentation</li> <li>• Final accounts</li> </ul>

**1. Additional services as Principal Consultant**

The Consulting Engineer generally has the resources and capability to act as Principal Consultant to the Client.

In addition to the consulting engineering function and is frequently appointed as such. In such a case some or all of the following services will need to be added.

<b>STAGE 1. Inception as Principal Consultant</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Assist in developing a clear project brief. ii. Attend project initiation meetings iii. Advise on procurement policy for the project iv. Advise on the rights, constraints, consents and approval v. Define the scope of services and scope of work required vi. Conclude the terms of the agreement with the client vii. Advise on the necessary surveys, analysis, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services viii. Determine the extent of information, data drawings and plans relating to the project available at commencement ix. Provide necessary information	<ul style="list-style-type: none"> <li>• Project brief</li> <li>• Agreed scope of work</li> <li>• Agreed services</li> <li>• Project procurement policy</li> <li>• Signed agreements</li> <li>• Integrated schedule of consents and approvals</li> <li>• Project initiation programme</li> <li>• Record of all meetings</li> </ul>

<b>STAGE 2. Concept and Viability as Principal</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Assist the client in the procurement of the other consultants ii. Advise the client on the requirement to appoint a health and safety consultant iii. Communicate the project brief to the other consultants and monitor the development of the concept and viability iv. Agree the format and procedures for cost control and reporting by the other consultants v. Prepare a documentation and indicative construction programme vi. Co – ordinate the concept and viability documentation for presentation to the client for approval vii. Facilitate the approval of the concept and viability by the client viii. Facilitate the approval of the concept and viability by statutory authorities	<ul style="list-style-type: none"> <li>• Signed consultant/client agreements</li> <li>• Indicative project documentation and construction programme</li> <li>• Approval by client to proceed to Stage 3</li> </ul>

<b>STAGE 3. Design Development as Principal Consultant</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Agree and implement communication processes and procedures for the design development of the project ii. Assist the client in the procurement of the necessary other consultants including the clear definition of their roles and responsibilities iii. Prepare, co – ordinate, agree and monitor a detailed design and documentation programme iv. Conduct and record consultants and management meetings v. Facilitate input required by the health and safety consultant vi. Facilitate design reviews for reviews for compliance and cost control vii. Facilitate timeous technical co – ordination viii. Facilitate client approval of all Stage 3 documentation	<ul style="list-style-type: none"> <li>• Additional signed client/ consultant agreements</li> <li>• Detailed design and documentation programme</li> <li>• Record of all meetings</li> <li>• Approval by client to proceed to stage 4</li> </ul>

<b>STAGE 4. Tender Documentation and Construction Procurement as Principal Consultant</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and other consultants	<ul style="list-style-type: none"> <li>• The procurement strategy</li> <li>• Procurement programme</li> <li>• Tender/contract conditions</li> <li>• Record of all meetings</li> </ul>

<ul style="list-style-type: none"><li>ii. Prepare and agree the project procurement programme</li><li>iii. Advise the client, in conjunction with the other consultants on the appropriate insurances</li><li>iv. Co – ordinate and monitor the preparation of the procurement documentation by the consultants in accordance with the project procurement programme</li><li>v. Manage the procurement process and recommended contractors for approval by the client</li><li>vi. Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works</li><li>vii. Co – ordinate and assemble contract documentation for signature</li></ul>	<ul style="list-style-type: none"><li>• Obtain approval by client of tender recommendations</li><li>• Contract documentation for signature</li></ul>
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<b>STAGE 5. Contract Administration and Inspection as Principal Consultants</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
<ul style="list-style-type: none"> <li>i. Arrange the site handover to the contractor</li> <li>ii. Establish the construction documentation issue process</li> <li>iii. Agree and monitor the issue and distribution of construction documentation</li> <li>iv. Instruct the contractor on behalf of the client to</li> <li>v. Appoint subcontractors</li> <li>vi. Conduct and record regular site meetings</li> <li>vii. Monitor, review and approve the preparation of the construction programme by the contractor</li> <li>viii. Regularly monitor the performance of the contractor against the construction programme</li> <li>ix. Adjudicate entitlements that arise from changes required to the construction programme</li> <li>x. Receive, co – ordinate and monitor approval of all contract documentation provided by the contractor</li> <li>xi. Agree the quality assurance procedures and monitor the implementation thereof by the other consultants and contractors</li> <li>xii. Monitor the preparation and auditing of the contractors health and safety plan and approval thereof by the health and safety consultant</li> <li>xiii. Monitor the preparation of the environmental management plan by the environment consultant</li> <li>xiv. Establish procedures for monitoring scope and cost variations</li> <li>xv. Monitor, review, approve and issue certificates</li> <li>xvi. Receive, review and adjudicate any contractual claims</li> <li>xvii. Monitor the preparation of financial control reports by other consultants</li> <li>xviii. Prepare and submit progress reports</li> <li>xix. Facilitate and expedite occupation certificates</li> <li>xx. Coordinate, monitor and issue the practical completion lists and the certificate of practical completion</li> </ul>	<ul style="list-style-type: none"> <li>• Signed contracts</li> <li>• Approved construction programme</li> <li>• Approved contractual claims</li> <li>• Construction documentation schedule</li> <li>• Payment certificates</li> <li>• Progress reports</li> <li>• Record of meetings</li> <li>• Certificate (s) of practical completion</li> </ul>

<b>STAGE 6. Close out as Principal Consultant</b>	
<b>Typical Activities</b>	<b>Typical Deliverables</b>
i. Co – ordinate and monitor the rectification of defects ii. Manage the procurement of operations and maintenance manuals, guarantees and warranties iii. Manage the preparation as built drawings and documentation iv. Manage the procurement of outstanding statutory certificates v. Monitor, review and issue payment certificates vi. Issue the completion certificates vii. Manage the agreement of the final accounts viii. Prepare and present the project closeout report	<ul style="list-style-type: none"> <li>• Completion certificates</li> <li>• Record of necessary meetings</li> <li>• Project closeout report</li> </ul>

## C3.1.3.2 RRAMS Scope of Work

**No Description of the Services**

## C3.2.1 Services

The appointed Service Provider must assist the District Municipality to set up a rural roads asset management system and collect road and traffic data for the road network in its jurisdiction area in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA). The current extent of road network may increase as new roads are captured and the road network if further refined.

The Rural RAMS grant requires the development of systems to manage Local Municipal (LM) road and bridge assets to allow for the planning of LM road and bridge asset maintenance activities.

Technical Methods for Highways (TMH) 22 provides the national guideline for the development of RAMS in South Africa. TMH 22 gives insight into the various components of RAMS covering the people, processes and technology. It is an aim of the Rural RAMS programme that the RAMS system developed or incorporated conforms to a minimum Level II RAMS as outlined within TMH 22. For extensive detail on RAMS development and implementation you are directed to TMH 22.

Reporting Requirements and Approval Procedure As outlined above

**C3.3 Extent of the Services**

The King Cetshwayo District Municipality comprises of 5 local municipalities depicted in the Figure 1-1 and Table 1-1. Road centreline data captured using GIS technology is available but this data has been verified in the field. However, this data needs to be cleaned up on GIS software. The length of municipal roads classified using the RISFSA classification system is approximately 11417km.

**Table No.10: RISFSA Road Classes**

Local Municipality	Class 1	Class 2	Class 3	Class 4	Class 5	Total Class 1-5	Class 6
	km	km	km	km	km	km	km
Mfolozi	0.6	0	33.7	32.8	584.4	651.5	984.2
Mthonjaneni	0	0	0	9	163.8	172.8	344.2
Nkandla	0	0	0	11	490.5	501.5	2143.7
*Former Ntambanana	0	0	15.3	0.9	265.3	281.5	813.0
uMhlathuze	4.2	0	19.7	115	830.3	969.2	1190.9
uMlalazi	0	0	0	27.1	971.3	998.4	2366.6
Total	4.8	0	68.8	195.7	3305.7	3575	7842.6

\*Note: Ntambanana Local Municipality has been phased out, its various wards have been shared amongst Mfolozi, uMhlathuze and Mthonjaneni.

**Table No. 11: Road Strategic Function**

<b>Classes</b>	<b>Description</b>	<b>Strategic function</b>	<b>Length (km)</b>
1	Primary Distributor	High mobility, limited access, national importance	4.8
2	Regional Distributor	Relatively high mobility, lower levels of access, regional importance	0.0
3	District Distributor	Moderate mobility, higher levels of access, local importance	68.8
4	District Collector	Low mobility, high levels of access, medium local importance	195.70
5	Access Roads	Very low mobility, high level of access, low local importance	3305.7
6	Non-motorised Access Roads	Public rights of way for non-motorised transport	7842.50

### **Purpose of the Tender**

This Tender has been prepared for the following purpose:

1. To set out the rules of participation in the Tender process referred to in this Tender;
2. To disseminate information on the project contemplated in this Tender;
3. To give guidance to Service Providers on the preparation of their Tenders;
4. To gather information from Service Providers that is verifiable and can be evaluated for the purposes of appointing a successful Service Provider;
5. To enable KCDM to select a successful Service Provider that is:
  - technically and financially qualified and meet the empowerment criteria described in this Tender,
  - has sufficient experience in similar work,
  - has commitment and resources to provide the services required in this tender; and
  - carry all the obligations of the Tender,

### **Scope of Services**

The appointed Service Provider must assist the District Municipality to set up a rural roads asset management system and collect road and traffic data for the road network in its jurisdiction area in line with the Road Infrastructure Strategic Framework for South Africa (RISFSA). The current extent of road network may increase as new roads are captured and the road network if further refined.

The Rural RAMS grant requires the development of systems to manage Local Municipal (LM) road and bridge assets to allow for the planning of LM road and bridge asset maintenance activities.

Technical Methods for Highways (TMH) 22 provides the national guideline for the development of RAMS in South Africa. TMH 22 gives insight into the various components of RAMS covering the people, processes and technology. It is an aim of the Rural RAMS programme that the RAMS system developed or incorporated conforms to a minimum Level II RAMS as outlined within TMH 22. For extensive detail on RAMS development and implementation you are directed to TMH 22.

### Outcome Statement

- Improve data on rural (all Municipal) roads to guide infrastructure investment.
- Reduce vehicle operating cost and extend the lifespan of rural (all municipal) roads.

#### 1.1 Outputs

- Collection of selected road inventory data including condition assessment and traffic data.
- Setting up pavement and bridge management systems compatible with National Standards and the IMQS (or similar) used by the local municipalities in the district.
- Capacity building and training of **Graduates**.

##### 1.1.1 Update Road Asset Data

- Ortho-photos and available road network data to be utilised to identify and record the alignment of all roads within the District.
- **Graduates** to do further cleaning and updating of the network, especially in respect of roads constructed subsequent to the dates of the ortho-photos.
- Available GIS data and planning data to be used to classify each road according to the RISFSA functional classification system.
- Configuring of data in order to be compliant to the requirements of the electronic visual assessment capturing system.
- Attributes tables of the road network to be updated with data available from relevant municipal and provincial GIS systems.
- Bridge structure attributes and condition assessment results to be captured into GIS.

##### 1.1.2 Acquire Resources

- Computer hardware for electronic capturing of visual Assessments

- Computer software for electronic capturing of visual Assessments;
  - Desktop Computers with Microsoft Office and ARC GIS 10 Software;
  - Hire suitable vehicles – 1 LDV per team;
  - PPE (Personal Protective Equipment) such as reflective jackets;
  - Miscellaneous hand tools as required
- 1.1.3 Visual Condition Assessment Fieldwork
- Ensure that suitably qualified **Graduates** employed have been comprehensively trained to execute the physical “on road” visual condition survey in accordance with the new TMH9, TMH12 and M3-1 prescribed criteria by travelling across every road segment capturing the assessments electronically on tablets;
  - Ensure that the captured data is downloaded daily and send for processing;
- 1.1.4 Road Inventory Data Fieldwork
- A road log of select furniture will be prepared once, during 2016, by the **Graduates** to record certain selected road-related assets.
- 1.1.5 Condition Data Checking and Capturing
- Screen the captured and downloaded data for quality and once verified, upload to the relevant authorities.
- 1.1.6 Capturing of Traffic Data
- Once the Visual Assessments have been completed the **Graduates** will continue with the conducting of Traffic Counts at certain nodes in accordance with the prescribed criteria.
- 1.1.7 Bridge Visual Condition Survey
- All bridge structures will be listed on a database/register and the physical properties of each structure will be captured and logged into the specific GIS layer by the **Graduates** after which a suitable qualified structural engineer will conduct the prescribed condition inspection/survey on each structure. These results will also be logged into the GIS attribute table by the **Graduates**.
  - Any bridges or culvert structure which poses a risk due to its structural condition will immediately be reported to the relevant authority for action.
- 1.1.8 RRAMS Acquisition, Installation and Training
- The acquisition of membership on the provincial wide Road Asset Management System that will be hosted by the Provincial Department of Transport

- Identify and train Graduates and other RAMS champions
- Load all data, including the Roads Asset Register into the various RAMS sub-systems.

1.1.9 RRAMS Analysis, performance standards, program and budget

- Once all the data has been captured and processed into the Road Asset Management System the following deliverables will be extracted from the system:
  - Performance standards for bridge structures according to the class of roads it serves.
  - Performance standards for roads per class
  - Repair and maintenance programs
  - Capital investment plan (constructing of new assets)
  - Multi-year financial budget estimates.

1.1.10 Project Management and Reporting

- The daily management and coordination of the project.
- Liaising with the District Municipality, Local Municipalities as well as the Provincial Department of Transport.
- Compilation and timely submission of Monthly and Progress Reports in the formats as prescribed by the District Municipality, DOT and DORA
- Financial Management of the project.

C3.1.3.3 Water Safety Plan and Wastewater Risk Abatement Plan

Typical Activities	Typical Deliverables
i. Performance assessment to evaluate the plant operational efficiency by comparison of the raw and final treated water quantity and quality. This should include evaluation of plant flows and performance of each unit process in relation to its design capacity. ii. Unit process audit which focuses on size, structure and mechanical integrity of each unit process. iii. A design assessment of each unit process such as pumps efficiency, sufficiency of back-up capacity, storage of chemicals and back wash efficiency. iv. Operational assessment focusing on monitoring efficiency and operators' competence and knowledge. This should include profiling of the current staff and determination of staff requirements (if any), to allow compliance to Regulation 17 under the Water Services Act No. 108 of 1997.	<ul style="list-style-type: none"> <li>● Indicate key areas to be attended to ensure operational efficiency of the water and wastewater treatment works.</li> <li>● Compile findings and prioritized recommendations with cost estimate.</li> <li>● Reviewed water safety plans, W2RAP and verification of the water supply systems.</li> </ul>

<ul style="list-style-type: none"><li>v. Compile a site-specific Operations and Maintenance Manual.</li><li>vi. Compile operation and maintenance budget.</li><li>vii. Evaluation of the operational record keeping/record management system</li><li>viii. Evaluation of the adequacy of the site specific Occupational Health and Safety measures currently implemented.</li></ul>	
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**C3.1.4 Determination of Remuneration**

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

- Normal Fee based on the cost of works up to a maximum of 14%;
- Separate payment for services that are additional to those provided for in the normal fee-based calculation;
- Time based fees; and
- Reimbursable expenses.

## a) Fee determination

The determination of fees will be based on different construction work types, i.e. water purification works, wastewater treatment works, bulk and reticulation water and sewer pipelines, and other works (e.g. mechanical, electrical, electronic, buildings, etc.). The estimated cost of construction for each work type is provided by the Employer. This cost of works is a forecasted estimate escalated to the planned commencement date of the works contract (excluding contingencies, CPA during the construction period and VAT). Where a full service is not required or the commencement date of the works contract is unknown the forecasted cost of the works will be escalated to the completion date of the service.

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

**Table C3.1.4(a): Remuneration payable**

Section	Stage	Remuneration payable	
		water purification works, wastewater treatment works, bulk and reticulation water and sewer pipelines, Other	Mechanical, Electrical, Electronic
C3.1.3	Project Assessment	Tendered separately and excluded from the fee	
C3.1.3	Investigations for Design Development	Tendered separately and excluded from the fee	
C3.1.3	Design Development: a. Concept Design b. Preliminary Design c. Detailed Design	Fee based on Table C3.1.4(b) below	Fee based on Table C3.1.4(c) below
C3.1.3	Tender Documentation, Clarification Meeting, Tender Period, Tender Evaluation	Fee based on Table C3.1.4(b) below plus reimbursable expenditure for site personnel	Fee based on Table C3.1.4(c) below plus reimbursable expenditure for site personnel

**CONTRACT****C62****C1.2****Part C2: Pricing Data****Bill of Quantities**

	Administration & Monitoring of the Works Contract		
C3.1.3	Additional Duties, Special Services and Specialist Advice	Tendered as separate payment and not part of fee	
C3.1.3	Close Out	Fee based on Table C3.1.4(b) below plus any reimbursable expenditure	Fee based on Table C3.1.4(c) below plus any reimbursable expenditure

Table C3.1.4(b): Percentage points for phases/stages: water purification works, wastewater treatment works, bulk and reticulation water and sewer pipelines and Other.

Type of Service	Concept Design (CD)	Preliminary Design (PD)	Detailed Design (DD)	Administration & Monitoring of works contract (AMW)	Close out (CO)	Total
Full service	5%	21%	42%	27%	5%	100%
CD	100%	0%	0%	0%	0%	100%
CD & PD	20%	80%	0%	0%	0%	100%
CD ,PD& DD	8%	31%	61%	0%	0%	100%
PD	0%	100%	0%	0%	0%	100%
PD & DD	0%	33%	67%	0%	0%	100%
DD, AMW, CO	0%	0%	63%	31%	6%	100%
PD, DD, AMW, CO	0%	22%	44%	28%	6%	100%
AMW & CO	0%	0%	0%	83%	17%	100%

Table C3.1.4(c): Percentage points for phases/stages: Mechanical, Electrical, Electronic

Type of Service	Concept Design (CD) /Inception	Preliminary Design (PD)	Detailed Design (DD)	Administration & Monitoring of works contract (AMW)	Close out (CO)	Total
Full service	5%	16%	37%	37%	5%	100%
CD	100%	0%	0%	0%	0%	100%
CD & PD	25%	75%	0%	0%	0%	100%
CD ,PD& DD	9%	27%	64%	0%	0%	100%
PD	0%	100%	0%	0%	0%	100%
PD & DD	0%	30%	80%	0%	0%	100%
DD, AMW, CO	0%	0%	47%	47%	6%	100%
PD, DD, AMW, CO	0%	17%	39%	39%	5%	100%
AMW & CO	0%	0%	0%	88%	12%	100%

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

Should during the project a particular future phase be unbundled, cancelled, abandoned or postponed (more than 6 months), no compensation will be applicable to the unbundling, cancellation, abandonment or postponement or to the outstanding phases. Additionally, no re-adjustment of the percentage points will be applicable.

b) Fee Adjustment

The calculation of fees payable for the Design Development stage of each work type will be based:

- The Service Provider's estimated Cost of the Works as agreed with the Employer. This Cost of Works shall be escalated to the planned commencement date of the works contract (excluding contingencies, CPA during the construction period and VAT). Where a full service is not required or the commencement date of the works contract is delayed or unknown the Cost of the Works will be escalated to the completion date of the service.;

- Thereafter on the accepted tender amount for Cost of the Works Contract, exclusive of third party payments to utility owners, all provisional and prime cost sums for which designs are not required, any incentive bonuses, contractor's contribution and VAT.
- And finally on the contract amount for Cost of the Works Contract, as the final amount paid to the Contractor, excluding third party payments to utility owners, all provisional and prime cost sums for which designs are not required, any incentive bonuses, contractor's contribution and VAT.

The Cost of the Works for each work type shall include a pro-rata portion of all costs related to the contractor's general obligations and overhead (preliminary and general) items applicable to the works.

The calculation of fees payable for Administration and Monitoring of the Works Contract stage will be based on:

- Initially on the Employer's estimated Cost of the Works adjusted to the accepted tender amount for Cost of the Works Contract, exclusive of third party payments to utility owners, all provisional and prime cost sums for which designs are not required, any incentive bonuses, contractor's contribution and VAT, and
- thereafter adjusted based on the total final Cost of the Works:
  - before deduction of delayed damages or penalties,
  - exclusive of third party payments to utility owners, any incentive bonuses, contractor's contribution and VAT, certified or which would, normally, be certifiable for payment to contractors in respect of the works designed, specified or administered by the Service Provider,
  - including the value of free issue materials and CPA, if applicable.

The calculation of fees payable for Close Out stage will be based on:

- The Employer's estimated Cost of the Works adjusted to the total final Cost of the Works:
  - before deduction of delayed damages or penalties,
  - exclusive of third-party payments to utility owners, any incentive bonuses, contractor's contribution and VAT, certified or which would, normally, be certifiable for payment to contractors in respect of the works designed, specified or administered by the Service Provider,
  - including the value of free issue materials and CPA.

Should the cost of works be within 10% of the Employers estimated cost no adjustment of the fee will be applicable. However, in the event of an increase or a decrease exceeding 10% of the revised estimated or actual cost of construction for each work type, the fee shall be adjusted as follows:

In the case of a delay by the Employer of more than 12 (twelve) months between the contractual completion of the Design Development stage and the actual commencement for the Works Contract, the calculation of fees payable for the Design Development stage shall be based on the estimated cost of the works agreed between the Employer and Service Provider.

In the case of a delay by the Service Provider between the actual and contractual completion of the Design Development stage which results in a delay in the contractual commencement for the Works Contract, the calculation of fees payable for the Design Development stage shall be based on the cost of the works agreed between the Employer and Service Provider or the accepted tender amount of the works contract, de-escalated to the contractual commencement date of the Works Contract as specified in the project programme.

### **C3.1.7 Stakeholder and Community Liaison and Social Facilitation**

#### a) Purpose

To give effect to the need for transparency and inclusion in the process of delivering services, the Service Provider shall liaise with the project Stakeholders and affected Communities for the duration of the contract's life cycle. This shall be achieved through structured engagement with the PSC which was established for this purpose.

#### b) Existing contracts

Should the Service Provider need to undertake any work that may be affected by the existing contracts, he shall first engage with the Employer and a formal meeting be arranged with the Service Providers chaired by the Employer, and thereafter as agreed between the parties.

#### c) Stakeholders

Any Stakeholder who is affected by the Employer's operations in the Target Area(s) and/or who has an interest or concern in the project, either as a decision maker, participant or affected party and may include, amongst others, the following entities:

- i) Provincial departments;
- ii) Municipal departments;
- iii) Traditional authorities;
- iv) Community interest groups;
- v) Organised youth representation;
- vi) Organised women representation
- vii) Organised disabled people representation;
- viii) Organised labour representation;
- ix) Other structured community groups such as religion, education, farming, etc.;
- x) Business sector forums;
- xi) Environmental interest groups;
- xii) Any other recognised relevant and representative structure

#### d) Project Steering Committee (PSC) and Project Management Team (PMT)

A Project Steering Committee (PSC) has either been established prior to commencement of the contract or shall be established as soon as possible by the Service Provider. The PSC represents the project's Stakeholders. The PSC consist of representatives of project Stakeholders and affected communities as well as the Project Management Team (PMT) and their representatives.

The PMT comprises representation from the Employer, the Service Provider and the Contractor (during construction phase). Together with the PSC, the PMT is responsible for successful project Stakeholder and community liaison and successful implementation of the Employer's Targeted Development Enterprise.

Where a PSC has not been established, the Service Provider, under the guidance of the Employer, shall establish such a committee within the boundaries of the Local and/or District Municipality. Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

e) Duties of the PSC

The PSC is the official communication channel through which the PMT communicates with project Stakeholders and affected communities on project matters, as well as to communicate the impact that the project has or might have on project Stakeholders and affected communities.

The PSC is also the official communication channel through which project Stakeholders and affected communities communicates with the PMT on the impact that the project has on them, or is anticipated to have on them, or on any other project matters.

The Standard Terms of Reference (TOR) for PSCs requires of the PSC to execute specific duties during each stage of the project, i.e. from project initiation to project completion. Some of these duties overlap project stages and hence, a full description is provided here.

**The PSC shall execute the following duties:**

**Project Initiation and Design Stages:**

Note: The principles of the TOR shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PSC.

- (i) Meet as often as required with the Employer and the Service Provider, to discuss and resolve the project's initiation and design stage matters, which are of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider;
- (ii) Peruse the standard TOR for PSCs and make recommendations on the duties of, and procedures to be followed by, the PSC to fulfil its duties;
- (iii) Act in accordance to the agreed TOR for the PSC;
- (iv) Inform the Employer of any training that members of the PSC require to execute its duties;
- (v) Assist the Employer and Service Provider to source suitable candidates where applicable, based on the Employer's pre-qualification criteria, for the position of Project Liaison Officer (PLO);
- (vi) Observe and verify that the pre-qualification criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant legislation and regulations;
- (vii) Make recommendations to the Employer and Engineer in identifying the project's Target Area(s), from which Targeted Labour will be employed, for inclusion in the Tender Documents and endorse the identified Target Area(s); and

- (viii) Make recommendations to the Employer and Engineer in identifying the project's Target Groups for inclusion in the Tender Documents and endorse the identified Target Groups.

**NOTE:** The principles of the TOR shall not be amended, but duties and procedures may be altered to be project specific and to improve the functionality of the PSC.

### **Project Construction Stage:**

The points listed below are in accordance with the following:

Part 1: Community Liaison Officer (CLO) or Project Liaison Officer (PLO) selection to be done under the auspices of the PSC.

- (i) Assist the Employer and the Engineer to source suitable candidates where applicable, based on the Employer's prequalification criteria, for the position of PLO.
- (ii) Observe and verify that the pre-qualification criteria and procedures applied by the Employer and Engineer to select and employ the PLO were executed in a fair and transparent manner and were within the prescripts of the relevant legislation and regulations.

Part 2: Definition of a target area (sometimes referred to as a local area or project area) to be done under the auspices of the PSC.

- (i) Make recommendations to the Employer and Engineer in identifying the project's Target Area(s), from which Targeted Labour will be employed for inclusion in the tender documents and endorse the identified Target Area(s).
- (ii) Make recommendations to the Employer and Engineer in identifying the project's Target Groups for inclusion in the tender documents and endorse the identified Target Groups.

Part 3: Setup of database of local labour for the targeted area to be done under auspices of the PSC. The final list to be signed off by the PSC. An agreed system of labour selection from the database is to be agreed at the PSC.

- (i) Peruse and endorse the Project Database(s) compiled by the PMT from which Targeted Labour will be employed.
- (ii) Verify that the criteria and methodology(ies) applied by the contractor to employ Targeted Labour were executed in a fair and transparent manner, and within the EPWP framework.

Part 4: Development support and training to be coordinated and conducted, ahead under the auspices of the PSC, prior to project commencement.

- (i) Make recommendations to the PMT on the training needs, eligibility criteria and selection criteria, for the provision of training to Targeted Labour, Designated Groups, project Stakeholders and the affected communities.
- (ii) Observe and verify that training programmes and support programmes, which the contractor committed to, were implemented and executed as intended.

Part 5: Identification of works areas that are deliverable by local Service Providers, and areas where capabilities are not available locally. All works areas where capabilities are not available locally shall be imported and locals will be given an opportunity to learn.

Part 6: Formal contracting arrangements to be ensured for all projects.

- i) Verify that the conditions of employment of Targeted Labour were applied in a fair and transparent manner and according to the Employer's employment requirements.

Part 7: Communication to be streamlined through the PSC and used to manage expectations of local communities.

Additional Duties of the PSC:

- (i) Inform the entities whom they represent of any project matters which the PMT wishes to communicate with project Stakeholders and the affected communities.
- (ii) Inform the entities whom they represent of any project matters that are impacting or may impact, either positively or negatively, on project Stakeholders and the affected communities.
- (iii) Inform the PMT of Stakeholder and/or community requests and/or needs which could possibly be addressed within the project's Scope of Work.
- (iv) Inform the PMT of any safety concerns within the project's Targeted Area(s) and advise the PMT of possible mitigating measures and/or safety programs that will be most feasible for acceptance by the affected communities to promote safety.
- (v) Inform the PMT of any project matters that are impacting, or anticipated to impact, negatively on project Stakeholders and the affected communities.
- (vi) Meet prior to the monthly site meeting, or as may be required, to discuss and resolve project matters, which are of interest or concern to project Stakeholders and the affected communities, the Employer, the Engineer and/or the contractor.
- (vii) Inform the Employer of any training that members of the PSC require to execute its duties.
- (viii) The PSC shall have full powers to decide on any matter which they are empowered to decide on falling within the Project Area and outlined duties.
- (ix) The PSC may assign members to report back to specific sectors and/or constituencies within the PSC.
- (x) The PSC may establish working groups and/or ad-hoc committees to fulfil its work subject to fulfil tasks as per contract. This may be recommended by the PLO and authorized by the Employer.

h) Duties of the PMT

The PMT, which consists of the Employer, Service Provider and the Contractor, or their representatives, is a party to the PSC and hence, is co-responsible for successful project Stakeholder and community liaison. The PMT is also responsible for the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

In terms of implementing the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals, the PMT shall, where required, execute the following duties:

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**CONTRACT**

**C69**

**C1.2**

**Part C2: Pricing Data**

**Bill of Quantities**

- (i) Verify that the Project Database(s) compiled by the Service Provider from which Targeted Enterprises will be sub-contracted, has been updated prior to the letting of every new set of subcontracts;
  - (ii) Approve all Databases, tender procedures, tender documents, tender submission requirements and adjudication processes for the sub-contracting of Targeted Enterprises;
  - (iii) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to sub-contract Targeted Enterprises are executed in a fair and transparent manner and are within the Employer's and Government's Supply Chain Management Policies;
  - (iv) Approve sub-contract agreements and ensure that the conditions of sub-contracting with Targeted Enterprises are fair and transparent and within the prescripts of the contract requirements;
  - (v) Monitor the management and mentoring programmes of Targeted Enterprise sub-contracts and ensure that conditions such as the application of penalties, the termination of contracts, etc. are applied in a fair and transparent manner and within the prescripts of the agreement, including signing off a monthly report agreed with each Targeted Enterprise sub-contractor on mentoring outcomes and further needs identified;
  - (vi) Verify that the Project Database(s) compiled by the Service Provider from which Targeted Labour will be employed is updated prior to every new labour intake;
  - (vii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner and is within the contract requirements;
  - (viii) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour Legislation;
  - (ix) Make recommendations to the Contractor in the identification of the training requirements of Targeted Labour and Targeted Enterprises and approve the proposed training programmes; and
  - (x) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.
- i) Targeted Labour Database
- Project Database of Targeted Labour will be compiled by the PLO, with input from the PSC and the Department of Labour, for the Target Area(s). Once endorsed by the PSC the PLO shall utilise this Database to source Targeted Labour as required by the Contractor.
- The Project Database shall be updated as and when required to reflect new employment seekers in the labour market. Only labour recruited from the Project Database will be measured for Contract Participation Performance (CPP).
- j) Targeted Enterprises Database

Project Database of Targeted Enterprises will be developed by the Service Provider during the Design Phase, from the National Treasury Central Supplied Database.

The Service Provider shall also assist Targeted Enterprises from the Target Area with registration on the National Treasury Central Supplier database.

### **C3.1.8 Permits and Authorisations**

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

### **C3.1.9 Project Programme**

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

### **C3.1.10 Penalties and Delays**

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

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

### **C3.1.11 Personnel Requirements**

#### **a) Key persons**

The Service Provider's key persons become a contractual commitment upon award. However, the Employer recognises that key persons may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request and approval, but does not require a Works Authorisation to be submitted. Replacement personnel shall be of same or better competence and experience as those initially accepted. Re-evaluation by the Employer of any replacement key persons shall be paid for by the Service Provider as specified in Section 3.8 unless the circumstances dictating the change are completely outside of the Service Provider's control.

The key persons 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.

#### **b) Additional required resources (Design Specialists)**

The provision of additional required resources (Design Specialists) other than Key Persons, becomes a condition of award. These additional required resources are listed in form C1.2.2: Contract Data: Information provided by the Employer. The successful tenderer must provide proposed candidates complying with the minimum requirements for the prescribed positions as a condition of award.

c) Assistants to Key Persons and Additional Required Resources

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

d) Minimum requirements

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

### Minimum Requirements

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years) <sup>3</sup>	Other Requirements
Project Leader	Pr Eng or Pr Tech Eng <sup>1</sup>	3	
Assistant Project Leader	Pr Eng or Pr Tech Eng <sup>1</sup>	Not applicable	
Design Specialist	Pr Eng or Pr Tech Eng <sup>1</sup>	3	
Assistant Design Specialist	Pr Eng or Pr Tech Eng <sup>1</sup>	Not applicable	
Contract Engineer / Manager	Pr Eng or Pr Tech Eng <sup>1</sup> Pr CPM or Pr CM <sup>2</sup>	3	
Assistant Contract Engineer	Pr Eng or Pr Tech Eng <sup>1</sup>	Not applicable	
Engineer's Representative (RE)	Pr Eng or Pr Tech Eng <sup>1</sup>	3	
	<i>Pr Techni Eng<sup>1</sup></i>	3	
Assistant RE	Candidate Technician / Candidate Engineer <sup>1</sup>	1	

<sup>1</sup> Registered with Engineering Council of South Africa (ECSA) or any other international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord.

<sup>2</sup> Registered with South African Council for Project and Construction Management Professions (SACPCMP)

### **C3.1.12 Meetings and Liaisons**

#### **a) Meetings and liaisons between the Employer and the Service Provider**

Meetings between the Employer and the Service Provider are formal occasions. The Employer shall perform the duties of chairperson and the Service Provider the secretarial services. The Service Provider shall submit draft minutes to the Employer for review before distribution which shall not be later than 14 (fourteen) calendar days after the meeting. Meetings and liaisons shall be scheduled according to the Service Provider's approved programme to discuss and record the progress of the Services.

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

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

#### **i) Project hand-over meeting**

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

The Service Provider shall come to this meeting prepared by his desktop assessment of the project details. The meeting provides a platform for the Service Provider to explain in detail how he intends going about the design development with specific reference to the methods, manuals and systems he will apply.

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

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

#### **ii) Progress meetings**

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

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

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

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

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

b) Other project related meetings

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

g) Project Steering Committee (PSC) meeting

The PSC will meet on an ad-hoc basis during the Design Stage of the project to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider.

The PSC will meet prior to the monthly site meetings or as may be required from time to time during the Construction Phase to discuss and resolve project related issues and matters of interest or concern to project Stakeholders and affected communities, the Employer and the Service Provider.

ii) Works Contract Hand-over meeting

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

### **C3.1.13 Risk Management**

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

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

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

A fundamental element of risk assessment, but by no means the only one, will be economic affordability meaning that each design strategy must be separately and broadly estimated for comparison against the basis of the Employer's budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employer's envisaged 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. The Employer may require the Service Provider to make use of its standard risk reporting format.

### C3.1.14 Document Management

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

When a volume consists of more than 1 book, the number of the volume appears on the cover and on the title page, together with the number of the book, e.g. Volume 3: Book 1 of ....., or Volume 3: Book 2 of .....

All reports and/or documents shall utilise the Employer's pro-forma formatting without alteration unless specific request for a change has been submitted to and approved by the Employer. Pro-forma report formats are contained in Part C4: Site Information.

The table below lists the requirements of documentation that the Service Providers shall apply, unless otherwise agreed with the Employer.

**Table 3.1.14: Documentation Requirements**

<b>Document Characteristics</b>	<b>Draft Reports/Documents</b>	<b>Final Reports/Documents</b>	<b>Books of Drawings</b>
Page	A4 80g/m <sup>2</sup>	A4 80g/m <sup>2</sup>	A3 80g/m <sup>2</sup>
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m <sup>2</sup>	Reports: Tokai Blue 160g/m <sup>2</sup> Documents: Red 160g/m <sup>2</sup>	Draft: White 80g/m <sup>2</sup> Final: Red 160g/m <sup>2</sup>
Printing All left hand margins to be 2.5cm Printing to be left justified	Back to back pages	Reports: back to back Contract document: back to back except: - New sections - All returnable schedules - Pricing schedule	All on separate pages
Binding Maximum thickness to be 3cm	Plastic ring binders	Reports: plastic ring binders Contract documents: stapled, glued and bound	Draft: Stapled and bound Final: stapled, glued and bound

Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy
Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013, MS Projects 2010 and PDF	MS Office 2013 MS Projects 2010 and PDF	PDF

**C3.1.15 Management of Drawings**

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

Drawings shall incorporate what has been discussed and agreed at the various progress meetings. All drawings issued to the contractor shall be fully signed and any amendments thereof shall also carry full original signatures.

**C3.1.16 Safety**

This part of the specification has the objective to assist the Service Provider entering into contracts with the 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 sub-Service Providers and/or suppliers.

This part also covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the Service Provider shall comply with in order to reduce the risks associated with this contract, which may lead to incidents causing injury and/or ill health. In this matter the spirit and intention of Regulation 5(1)(l) of the Construction Regulations, 2014, regarding negotiations between the parties, related to the contents and approval of the Health and Safety Plan, must be complied with.

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

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

a) Project Specific Requirements

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

- Manual handling – setting up surveying equipment
- Ergonomic risks
- Uneven ground surfaces
- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances)
- Exposure to noise
- Working in close proximity to traffic
- Working with hot materials
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site
- Biological risks e.g. bees, snakes, spiders, etc.
- Hazardous Biological Agents
- Environmental risks
  - Bad weather conditions, rain, lightning, wind,
  - poor visibility
  - heat exposure – dehydration
  - cold environment

ii) Baseline Risk Assessment for Supervision Phase

- Clearing and grubbing of the area/site • Site establishment including:
  - Office(s)
  - Secure/safe storage for materials, plant and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site

- Temporary fuel storage, where applicable
- Laboratory establishment, where applicable (Client responsibility)
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment, e.g.

threats by dogs, bees, snakes, lightning, etc.

- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Hazardous Biological Agents that could lead to epidemics and pandemics
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Welding including: - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including:
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader

- Mobile cranes and the ancillary lifting tackle
  - Grader
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
  - Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
  - Layering and bedding
  - Gabion work
  - Work adjacent or in proximity of traffic
  - Working at heights
  - Environmental impacts such as pollution of water, air or soil
- b) Design Phase

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

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

c) Construction Phase

During the construction phase the supervising Service Provider must ensure that the 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. An Occupational Health and Safety Audit Questionnaire is included in Appendix D in Part C4 for this purpose. This audit may be conducted by either the registered Professional Construction Health and Safety Agent or a registered Construction Health and Safety Manager.

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 such audits.

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

d) Health related Epidemics and Pandemics

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

- Information and training of employees
- Duties of person that may be exposed to HBA's
- Risk Assessments by the employer (Service Provider)
- Monitoring exposure at the workplace
- Medical surveillance of employees
- Keeping of records
- Control of Exposure to HBA's
- Personal Protective Equipment and facilities
- Maintenance of control measures and facilities
- Prohibitions

e) General Occupational Health and Safety Provisions

Site specific health and safety specifications for the intended construction work based on the Baseline Risk Assessment is included in Appendix D in Part C4.

### **C3.1.18 Procedure for Procurement of sub-Service Providers**

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

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

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

Procurement of a sub-service shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standard pro-formas and Supply Chain Management and procurement policies. This will require the Service Provider to

advertise for an open tender process or invite quotations from identified potential sub-Service Providers and submit tender documents to the relevant regional office for collection and receipt of the tenders by that office. Submitted quotations/tenders, in a sealed envelope, directly to the Employer's regional office by the date and time agreed, will be opened in public by the Employer's delegated staff. The Service Provider shall remove under signature all submitted offers for analysis 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 submitted to the Employer.

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

### **C3.1.19 Participation of Targeted Enterprise(s)**

It is a requirement of this tender that the tenderer sub-contract a minimum of 30% (thirty percent) of the work to Targeted Enterprises as defined in the Contract Data, unless the tenderer is an EME with a B-BBEE contributor status level of 1, in which case there are no sub-contracting requirements. The Employer may stipulate the involvement of Targeted Enterprise(s) in the project design and construction as a mechanism to broaden the economic share of the national spend on engineering services and as a means to hasten and improve the transfer of technical skills.

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

a) The Targeted Enterprise(s) shall be involved throughout the project stages and the percentage specified in the Contract Data shall be applicable to actual work split (excluding all provisional and prime cost sums but including site staff salaries) amongst the following stages:

- Project Assessment stage
- Investigation for Design Development
- Design Development stage
- Tender Documentation
- Clarification Meeting, Tender Period & Tender Evaluation
- Administration and Monitoring of the Works
- Additional duties, special services and specialist advice
- Quality control
- Close out

b) The use of Targeted Enterprise personnel as site staff during the administration and monitoring of the Works phase is included as part of the percentage specified and agreed on as and when required bases.

### **C3.1.20 Training**

a) Service Provider's staff and Targeted Enterprise

The Employer encourages training of candidate engineers or undergraduates requiring experiential training on this project. Training of the Service Provider's own permanent staff, temporary staff or Targeted Enterprise involved in this project becomes a reportable monthly event in terms of time and cost attributable to the Employer's spend from its allocated budget. Separate allowance has been made to train the Service Provider's and Targeted Enterprise's staff as assistants to certain required positions.

b) Employer's trainees

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

The design phase provides the opportunity for students and candidate engineers to receive training. Three distinct categories of training are recognised. The first, and most formal, is the placement of the Employer's candidate engineers with the Service Provider for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to this project and may be subject to scrutiny and inspection in loco by the Employer who is responsible for candidates' remunerations. The trainees are expected to work according to the Service Provider's terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Provider's own full-time personnel that includes provision of all resources that will be required in performing the tasks assigned including an office space at the Service Provider's office where required. No allowances shall be made for working overtime.

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

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

Reporting on training progress of each candidate engineer and student shall be compiled according to the formats and intervals set by ECSA (for engineering students).

### **C3.1.22 Contract(s)/Agreement(s) with Targeted Enterprise(s)**

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

### **C3.1.23 Multiple Strategies**

Service Provider appointments by the Employer premise the fundamental concept that the Service Provider is capable of providing a design that is not just fit for purpose but also carries the hall mark of value for money. The design strategy on which the Employer has based his budget has been explained in section C3.1.4. It is expected of the Service Provider to interrogate the appropriateness of this design and to offer alternatives to it for consideration by the Employer.

**C3.1.24 Service Provider's Estimated Cost of the Works**

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

**C3.1.25 Economic Feasibility Analysis**

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

The Service Provider shall undertake economic feasibility analysis at the end of the following stages/phases:

- Project Assessment
- Concept Design
- Preliminary Design
- Detailed Design, and
- Tender Evaluation

**C3.1.26 Communication Management**

Communication management must be identified early in the life of the project 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 commit the other.

At the earliest stage of design development, the Service Provider should have already 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.

**C3.1.27 Services**

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

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

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

# PART C3: SITE INFORMATION

## SITE LOCALITY AND DESCRIPTION

The King Cetshwayo District Municipality is situated in the north eastern region of Kwa-Zulu Natal in the east coast of South Africa (see locality plan in Figure 1-1 below). The King Cetshwayo District Municipality covers an area of approximately 8215km<sup>2</sup>.

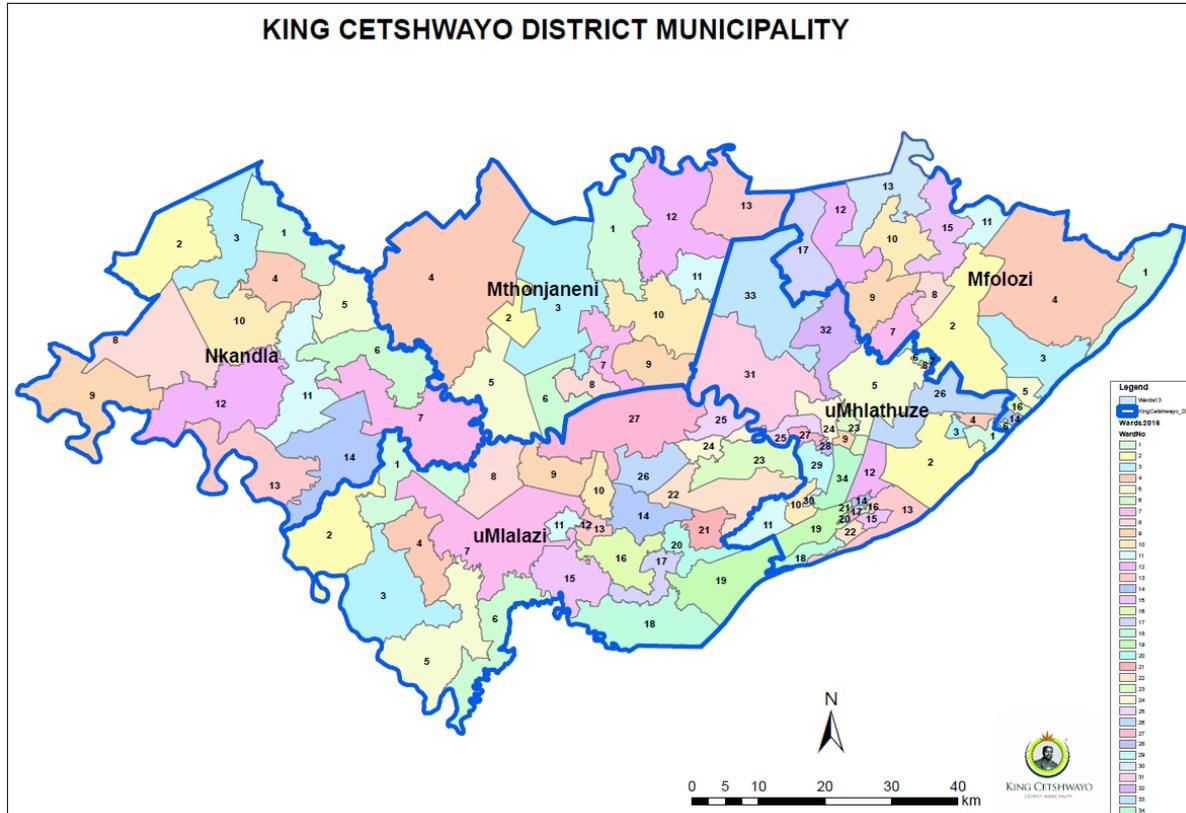


Figure -1: King Cetshwayo District Municipality Layout

The King Cetshwayo District Municipality comprises of 5 local municipalities depicted in the Figure 1-1 but only four local municipalities are a responsibility of King Cetshwayo District Municipality.