



TENDER DESCRIPTION:

**APPOINTMENT OF AN ENGINEER (ENGINEERING COMPANY)
TO ACT AS THE FIDIC 'RED BOOK' 'ENGINEER' FOR THE
CONSTRUCTION OF THE MEERKAT NATIONAL PARK BOUNDARY
GAME FENCE PROJECT IN THE CARNARVON DISTRICT, NORTHERN
CAPE**

BID NO: NRF/SARAO PEP6/70/2024-25

Closing date: 10 February 2025

NAME OF TENDERER: _____

CSD NUMBER: _____

GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : APPOINTMENT OF AN ENGINEER (ENGINEERING COMPANY) TO ACT AS THE FIDIC 'RED BOOK' 'ENGINEER' FOR THE CONSTRUCTION OF THE MEERKAT NATIONAL PARK BOUNDARY GAME FENCE PROJECT IN THE CARNARVON DISTRICT, NORTHERN CAPE
- COMPULSORY CLARIFICATION MEETING** : A virtual compulsory clarification meeting will take place as follows –
- Date: Tuesday, 21 January 2025
- Time: 10.00AM
- Zoom Link: To register in advance for the briefing session, click on the following link:
https://ska.zoom.us/meeting/register/tJErcOmgrzouG9fZh-gm87i7C7TS9gZ7u2_T
- After registering, bidders will receive a confirmation email containing information about joining the meeting
- A site visit will not be held, however should they wish to do so, bidders may schedule a site visit with SARAO before the bid closure date
- CLOSING DATE** : Monday, 10 February 2025
- CLOSING TIME** : 12:00PM
- SUBMISSION INSTRUCTIONS** : Electronic submissions must be sent to tenders@sarao.ac.za
- Bids must be submitted in two separate electronic folders, one with the compliance and technical response, and the second with the financial response. Technical submissions should preferably be in searchable PDF format.

BIDDER'S REPRESENTATIVE CONTACT INFORMATION:

NAME OF BIDDER:

CONTACT PERSON:

TELEPHONE NUMBER: CODE.....NUMBER.....

CELL PHONE NUMBER:

E MAIL ADDRESS:

SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

BID NO: NRF/SARAO PEP6/70/2024-25

APPOINTMENT OF AN ENGINEER (ENGINEERING COMPANY) TO ACT AS THE FIDIC ‘RED BOOK’ ‘ENGINEER’ FOR THE CONSTRUCTION OF THE MEERKAT NATIONAL PARK BOUNDARY GAME FENCE PROJECT IN THE CARNARVON DISTRICT, NORTHERN CAPE

| Contents | | |
|--|---|-----------------|
| Number | Heading | Page No. |
| The Tender | | |
| T1: Tendering Procedures | | |
| T1.1 | Tender Notice and Invitation to Tender | 5 |
| T1.2 | Tender Data | 8 |
| T2: Returnable Documents | | |
| T2.1 | Schedule of Returnable Documents | 16 |
| T2.2 | Returnable Documents | 17 |
| The Contract | | |
| D1: Scope of Services and Annexures | | |
| D1.1 | Background to the National Research Foundation and the South African Radio Astronomy Observatory (SARAO) | 53 |
| D1.2 | Scope of Services (Appendix 1) | 54 |
| Annexure A | National Park Game Fence FIDIC Red Book Construction Tender Document | Attached |
| Annexure B | Link to Annexure A supporting documents Annexure B - Supporting Documents for Annexure A | 60 |
| D2: Agreements and Contract Data | | |
| D2.1 | Form of Offer and Acceptance | 62 |
| D2.2 | Contract Data | 66 |
| D2.2.1 | Particular Conditions Part A References from Clauses in the General Conditions | 67 |
| D2.2.2 | Particular Conditions Part B: Amendments to and insertion of additional Clauses | 70 |
| D2.3 | Contract Data by the Consultant | 82 |
| Appendix 2 | | |
| Personnel, Equipment, Facilities and Services of Others to be provided by the Client | | |
| Appendix 3 | | |
| Remuneration and Payment Schedule – Part D3: Pricing Data | | |
| D3.1 | Pricing Instructions | 85 |
| D3.2 | Pricing Schedule | 86 |
| D3.3 | People Rates for Variations | 89 |
| Appendix 4 | | |
| Programme | | |
| Appendix 5 | | |
| Dispute Adjudication Agreement | | |
| FURTHER NON-CONTRACTUAL ANNEXURES: | | Attached |
| Annexure C: Bid Document Submission Structure Infographic | | |

T1: Tendering Procedures

| Number | Heading | Page No. |
|---------------|---|-----------------|
| T1.1 | Tender Notice and Invitation to Tender | 5 |
| T1.1.1 | Locality Plan: Site Meeting and Inspection | 7 |
| T1.2 | Tender Data | 8 |
| T1.2.1 | Standard Conditions of Tender | 8 |
| T1.2.2 | Variations to The Standard Conditions of Tender | 8 |
| T1.2.3 | Additional Conditions of Tender | 13 |

Bids must be submitted in separate electronic folders, one with the compliance and technical response, and the other with the financial response. Technical submissions must be in searchable PDF format. The compliance and technical submissions must be structured in accordance with the infographic shown in **Annexure C** of this document.

BID CONDITIONS:

SARAO does not bind itself to accept the lowest or any tender and reserves the right to not accept a tender, or to accept any tender or only a portion of a tender.

BID ENQUIRIES:

No telephonic enquiries relating to this tender will be permitted. All enquiries regarding this tender must be in writing and directed to:

Technical Queries:

Project Manager

Email: ematsetela@sarao.ac.za

Procedural Queries:

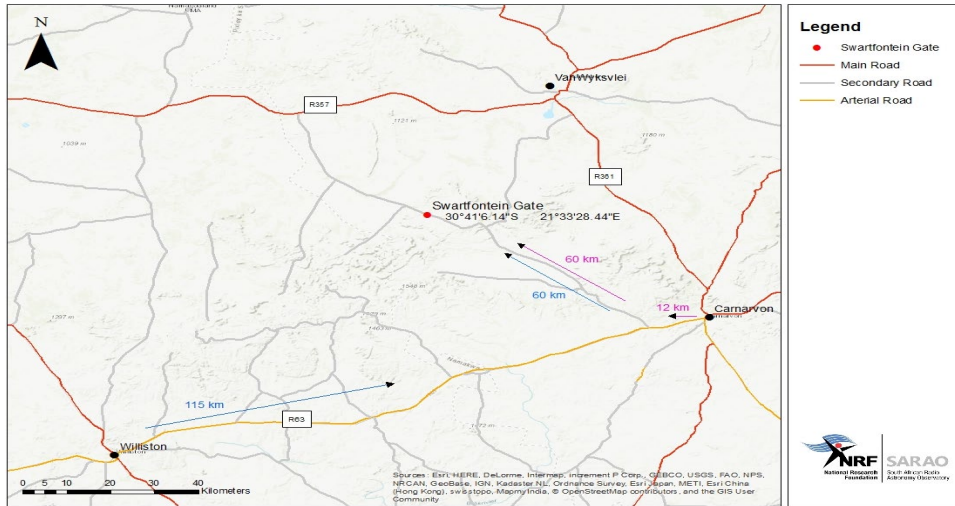
SCM Specialist

Email: anwuli@sarao.ac.za

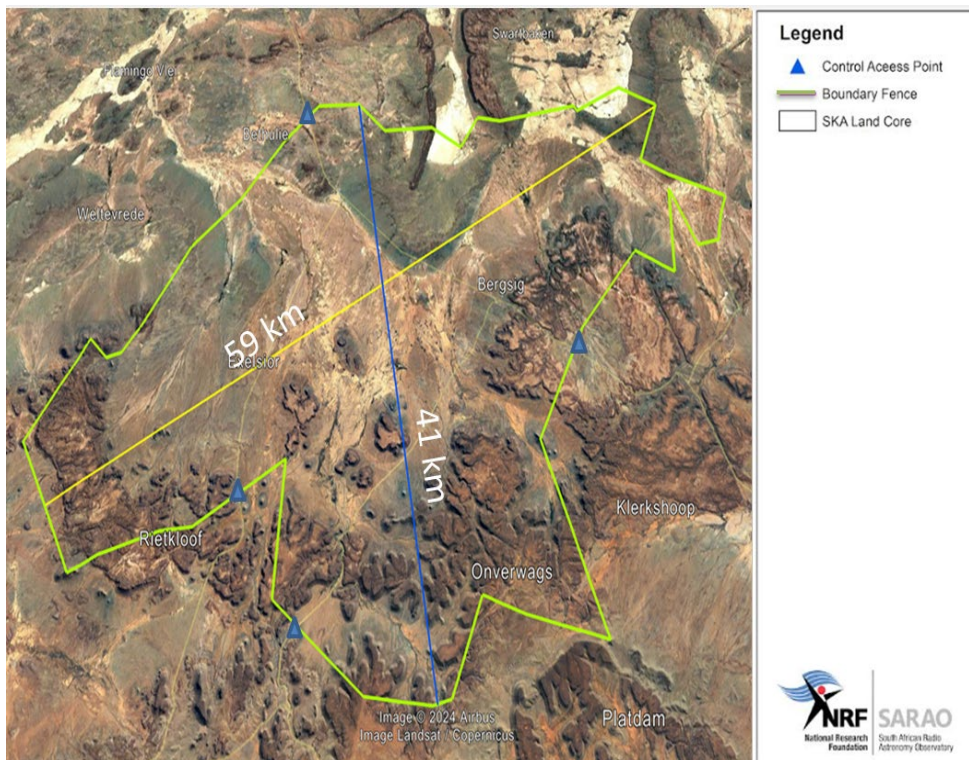
T1.1.1 LOCALITY PLAN

The SKA1_MID telescope site is in the Northern Cape Province, surrounded by the towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei, as indicated in Figure 1 below.

The SKA1_MID site is approximately 650km and 900km from Cape Town and Johannesburg city centres respectively, and approximately 90 km WNW of the town of Carnarvon. Access to the site is via a provincial tar (sealed) road from Carnarvon and gravel roads from the surrounding towns around the site.



SKA1_MID site



National Park Game Fence Line Overall Site Plan

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za).

T1.2.2 Variations to the Standard Conditions of Tender

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall take 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.

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause Variation, Amendment or Addition No.

C.1 General

C.1.2 Tender Documents

Add the following to the end of Clause C.1.2:

“The Tender Document for this Contract comprises the following:

Not issued to Tenderers, but available from the S.A. Federation of Civil Engineering Contractors, the S.A. Institution of Civil Engineering, the S.A. Bureau of Standards, the Government printers and the Employer, as applicable:

1. The General Conditions of Contract for this project is the FIDIC (International Federation of Consulting Engineers) **Client/Consultant Model Services Agreement 5th Ed (2017 White Book)**.
2. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations, 2022, published in Government Gazette 47452 on 4 November 2022.
3. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).

C.2 Tenderer's Obligations

C.2.1 Eligibility

Add the following to the end of Clause C.2.1.1:

A. National Treasury Central Supplier Database Registration

Tenderers must register on the National Treasury Central Supplier (CSD) Database and provide their CSD registration number where required in this bid document. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

B. Attendance of Compulsory Tender Briefing

Only Bidders who have attended both the compulsory virtual bid clarification meetings and have form A2 "Clarification Meeting Certificate and Proof of Attendance" signed by the Employer's agent or his representative, will be eligible to submit a tender offer.

C. Tenderer's Tax Clearance Certificate

Tenderers must be registered with the South African Revenue Services (SARS) and must submit/append documentary evidence/proof in the form of a CSD registration number and/or valid Tax Clearance PIN Number issued by SARS.

At the point of award of the tender, the recommended Tenderer must be in good standing with SARS, failing which the Tenderer must be in good standing within such extended period as may be granted at the discretion of SARAO, failing which the Tenderer will be disqualified from further consideration.

Each party to a Consortium/Joint Venture shall submit a separate CSD registration number and/or Tax Clearance PIN Number.

D. Letter of Good Standing with the Compensation Commissioner (COIDA)

Tenderers must submit their Letter of Good Standing with the Compensation Commissioner, in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.

Letters of Good Standing submitted must be current and valid.

In the case of Joint Ventures or Consortia, each party must submit their respective Letters.

E. Minimum Functionality Score to be Achieved

Any tender which scores less than the minimum threshold value(s) for the functionality evaluation, will be held to be non-responsive and disqualified.

C.2.7 Bid Clarification Meeting

*Add the following to the end of **Clause C.2.7**:*

"The arrangements for a compulsory virtual clarification meeting as stated in the Bid Notice and Invitation to Tender.

Bidders should be represented by a person or persons who are suitably qualified and experienced to comprehend the aspects of the work involved."

C.2.13 Submitting a Tender Offer

C.2.13.2 Add the following to the end of **Clause C.2.13.2**:

"Bid submissions must be in electronic format only"

Bid submissions shall comprise two separate electronic folders or subfolders as follows:

- **"Compliance and Technical" submission** (Compliance and Technical submissions should preferably be in searchable PDF format). The structure of submissions must follow the format shown in **Annexure C**, and
- **"Financial" submission**. Attachments are limited to 25 MB per email)

Failure to comply with these requirements may result in the tender being deemed non-responsive."

C.2.13.3 *Delete the contents of Clause C.2.13.3 and replace with the following:*

"Electronic bid submissions must be sent to tenders@sarao.ac.za.

C.2.13.4 *Add the following after the first sentence of Clause C.2.13.4:*

"The tender shall be signed by a person duly authorised to do so."

C.2.13.5 *Delete the contents of **Clause C.2.13.5**.*

C.2.13.6 *Delete the contents of **Clause C.2.13.6** and replace with the following:*

“A two-envelope procedure as described in **Clause C.3.5** will be followed.

Bids must be submitted in separate electronic folders, for the Compliance and Technical response, and another for the financial response. Each main folder may have sub-folders, and if this is the case, each sub-folder must be clearly indicated as such.”

C.2.13.7 *Delete the contents of **Clause C.2.13.7**.*

C.2.13.8 *Delete the contents of **Clause C.2.13.8**.*

C.2.13.9 *Delete the contents of **Clause C.2.13.9** and replace with the following:*

“Only tender offers submitted in electronic format to tenders@sarao.ac.za will be accepted by the Employer.”

C.2.15 Closing Time

C.2.15.1 *Add the following to the end of **Clause C.2.15.1**:*

“The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender”

“The closing time for submission of tenders shall be the time that the submission is received on the SARAO email server. Tenderers are to submit their offers allowing sufficient time for email delivery prior to the closing time.”

C.2.16 Tender Offer Validity

C.2.16.1 *Add the following to the end of **Clause C.2.16.1**:*

“The tender offer validity period is 90 days.”

C.2.16.2 *Add the following to the end of **Clause C.2.16.2**:*

“The maximum extension on the tender offer validity period is 90 days.”

C.2.17 Clarification of Tender Offer after Submission

*Add the following to the end of **Clause C.2.17**:*

“A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within such time as is granted by the Employer to provide such clarification.”

C.3 The Employer’s Undertakings

C.3.1 Respond to Requests from the Tenderer

C.3.1.1 *Substitute the contents of **Clause C.3.1.1** with the following:*

“The Employer will respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and circulate responses to all Tenderers who attended the compulsory tender briefing meeting.”

C.3.5 Two-envelope System

C.3.5.1 *Substitute the contents of **Clause C.3.5.1** with the following:*

“A two-envelope system shall apply to this tender.”

“The compliance and technical proposal of valid bids will be opened for evaluation by the Employer’s evaluation committee. Bid proposals will not be opened in the presence of Tenderers’ representatives,

however a list of bids received on the closing date will be published on the Employer's website within 10 days of the tender closing date."

C.3.5.2 *Substitute the contents of **Clause C.3.5.2** with the following:*

"Evaluate functionality of the technical proposals offered by Tenderers, and only open the financial proposals of Tenderers who score the minimum number of functionality points or higher.

Financial proposals will not be opened in the presence of Tenderers."

C.3.7 **Grounds for rejection and disqualification**

*Add the following to the end of **Clause C.3.7**:*

"Tenderers will be disqualified if -

- (a) There is no evidence that they were represented at the compulsory bid clarification meeting and site visit.
- (b) Any of the Tenderer's directors or shareholders are listed on the National Treasury Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business in the public sector.
- (c) If, from information given in the Tenderer's submission, the Employer considers that there is a potential conflict of interest concerning the Tenderer which may potentially compromise the tender process.
- (d) They have been restricted from doing business with the Employer.
- (e) The Tenderer failed to submit both a technical proposal and a financial proposal in a two-envelope (two separate electronic folders) system."

C.3.8 **Test for Responsiveness**

C.3.8.2 *Add the following to the end of **Clause C.3.8.2**:*

"Tenders will also be considered non-responsive if:

- (a) Tender offer does not meet the minimum thresholds for eligibility stipulated in the evaluation criteria summarised in clause C.3.11 below.
- (b) The Tenderer has not fully and correctly completed the Offer portion of D2.1 Form of Offer and Acceptance i.e. the price has not been completed in words and numbers, the Tenderer's details are not completed fully and correctly, and the Tenderer has failed to sign the Offer portion of D2.1.
- (c) The Tenderer fails to respond, within such time frame granted by the Employer, to any written request for clarification, and such failure renders it impossible for the Employer to clarify any ambiguities in the bid submission, and therefore renders it impossible to evaluate the bid submission any further.
- (d) If the unit rates or lump sums for some of the items in the bills of quantities are, in the opinion of the Employer, unreasonable, and the Tenderer fails, within such time as is granted by the Employer, to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items whilst retaining the total contract price.
- (e) There are any other material deficiencies in the bid submission which cannot be addressed by the Tenderer's clarification."

C.3.11 **Evaluation of Tender Offers**

C.3.11.1 **General**

*Add the following clauses after **Clause C.3.11.1**:*

C.3.11.2 **The Evaluation Method**

Bids will be evaluated in a three-stage process, as follows –

Stage 1:

Compliance with administrative requirements in Part T2 (submission of returnable documents)

Note - In this stage, discretion may be applied to allow Tenderers to complete and/or sign returnable schedules not completed and/or signed in the first instance or to submit returnable documents not submitted in the first instance, provided that such returnable schedules or documents are of a purely administrative nature and do not pertain to the substance of the bid such as to affect the competitive position of Tenderers, by giving one or more Tenderers a second and unfair opportunity to augment the quality (substantive) aspects of their bid. Only compliant bids will proceed to Stage 2.

Stage 2:

Bids will be evaluated on the functionality criteria summarised in Clause C.3.11.2.1. This Stage will consist of two sub-stages, namely Stage 2.1 and Stage 2.2. Only bids which –

- (i) meet the minimum score of 45 points (75%) out of a possible 60 points in stage 2.1 Capability & Capacity, and
- (ii) meet the minimum score of 60 points (75%) out of a possible 80 points in Stage 2.2, Experience & Planning

will proceed to Stage 3.

Stage 3:

Bids will be scored on the 80/20 price and preference points system.

The lowest priced bid will not necessarily be accepted and the Employer reserves the right to accept the whole or part of any tender, or not to consider any tender at all.

Points for Preference:

Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide proof of B-BBEE status level of contributor in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

Proof of B-BBEE status level of contributor

Proof of B-BBEE status level of contributor shall be by means of:

- the B-BBEE status level certificate issued by an authorised body or person;
- a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act

The scoring shall be as follows:

| B-BBEE status level of contributor | Number of points |
|---|-------------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 6 |
| 4 | 5 |
| 5 | 5 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

The Employer reserves the right to reject overpriced or under-priced bids.”

C.3.11.2.1 Score Functionality

The Functionality sub-criteria and maximum score in respect of each of the sub-criteria are listed in the table below.

Stage 2.1 – Capability & Capacity

| Functionality Criteria | Maximum Points | Schedule |
|--|----------------|-----------------|
| Capability – Qualifications, Relevant Experience and Professional Registration of Consultant Team | 60 | Schedules B4-B8 |
| Total | 60 | |

Note: Tenderers must score a minimum of 45 points (75%) out of 60 in Stage 2.1 to proceed to Stage 2.2

Stage 2.2 – Experience & Planning

| Functionality Criteria | Maximum Points | Schedule |
|----------------------------|----------------|--------------|
| Tenderer's Past Experience | 20 | Schedule B9 |
| Method Statement | 30 | Schedule B10 |
| Quality Management Plan | 30 | Schedule B11 |
| Total | 70 | |

Note: Tenderers must score a minimum of 60 points (75%) out of 80 points in Stage 2.2 to proceed to Stage 3

The total number of tender evaluation points for functionality will be the sum of the points scored for each of the sub-criteria.

Functionality will be scored by not less than three evaluators. Each evaluator will assess each bid on the mandatory functionality criteria. With regard to the scored functionality criteria, the scores of all evaluators will be totalled and averaged to obtain the final score for Functionality.

C.3.17 Provide Copies of the Contracts

*Add the following to the end of **Clause C.3.17**:*

“The number of paper copies of the signed contract to be provided by the Employer is ONE.”

T1.2.3 Additional Conditions of Tender

The additional conditions of tender are:

C.4.1 Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

C.4.2 Claims Arising after Submission of Tender

No claim whatsoever as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be accepted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- (1) Read and fully understood the Conditions of Contract.
- (2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.

- (3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
- (4) Requested the Employer to make clear the actual requirements of anything contained in this bid document, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

C.4.3 Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high (in comparison to the Employer market price range determination), or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Amount.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

C.4.4 Collusion, Fraud and Corruption in the Tender Process

- (1) Any effort by a tenderer to influence the evaluation of bids or the award decision in any manner will result in the disqualification of that tenderer's bid.
- (2) The NRF/SARAO would never offer payment or any other consideration in return for the favourable consideration of a bid. Please report any suspected acts of fraud or corruption to the following toll-free number - 0800 701 701 or SMS 39772.

T2: Returnable Documents

| Number | Heading | Page No. |
|---------------|----------------------------------|-----------------|
| T2.1 | Schedule of Returnable Documents | 16 |
| T2.2 | Returnable Documents | 17 |

T2.1 SCHEDULE OF RETURNABLE DOCUMENTS

T2.1.1. General

The complete Tender Document must be submitted. All schedules and forms must be properly completed as instructed, and the document shall not be altered or re-typed in any way whatsoever.

Tenderers are required to complete all schedules and forms listed below to the best of their ability, as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Completion of the returnable schedules and submission of the returnable documents is mandatory. Failure to do so will result in a bid being held to be non-responsive.

T2.1.2. List of Returnable Schedules, Forms and Certificates

| Schedule | Description | Page No. |
|---|--|----------|
| Company Authority Documents & Resolutions | | |
| A1 | Authority to Sign the Bid Document | 18 |
| A2 | Certificate of attendance of Virtual Bid Clarification Meeting | 19 |
| A3 | Certificate of Authority for Joint Ventures and Consortia | 20 |
| A4 | Compulsory Enterprise Questionnaire | 21 |
| A5 | Tenderer's bank account details | 22 |
| A6 | Form concerning the fulfilment of the Construction Regulations (2014) | 23 |
| Standard Bidding Documents (SBD) for compliance assessment | | |
| SBD 4 | Tenderer's Disclosure | 24 |
| SBD 6.1 | Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 | 26 |
| Returnable Documents for compliance assessment | | |
| B1 | Tax Compliance | 29 |
| B2 | National Treasury Central Supplier Database (CSD) Registration | 30 |
| B3 | BBBEE Certificate or Sworn Affidavit | 31 |
| B4 | Schedule of Proposed Sub Consultants | 32 |
| Returnable Documents for Functionality Assessment | | |
| B5 | Schedule of Key Personnel | 33 |
| B6 | Professional Qualification of Key Personnel | 38 |
| B7 | Professional Registration of Key Personnel | 39 |
| B8 | Curriculum Vitae of Key Personnel | 40 |
| B9 | Tenderer's Past Experience | 41 |
| B10 | Method Statement | 43 |
| B11 | Quality Management Plan | 44 |
| Returnable Documents pertaining to the Contract | | |
| B12 | Amendments/ Alternatives and Qualifications by Tenderer | 45 |
| B13 | Record of Addenda to Tender Documents | 46 |
| B14 | Joint Venture Agreement (if applicable) | 47 |
| B15 | Tenderer's References | 48 |
| B16 | Letter of Good Standing with the Compensation Commissioner (COIDA) | 50 |
| D1.1 | Background to the National Research Foundation (NRF) and the South African Radio Astronomy Observatory (SARAO) | 52 |
| D1.2 | Scope of Services (Appendix 1) | 53 |
| D2.1 | Form of Offer and Acceptance | 61 |
| D2.2 | Contract Data | 65 |
| D3.1 | Pricing Instructions | 85 |
| D3.2 | Pricing Schedule | 86 |

T2.2 RETURNABLE DOCUMENTS

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / FORMS TYPED IN BLACK.

A1. AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a copy is attached, or

*Delete whichever is inapplicable

| | | | |
|----|-------------|------------------|-------------|
| 1. | | | |
| | NAME | SIGNATURE | DATE |

| | | | |
|----|-------------|------------------|-------------|
| 2. | | | |
| | NAME | SIGNATURE | DATE |

WITNESSES:

| | | | |
|----|-------------|------------------|-------------|
| 1. | | | |
| | NAME | SIGNATURE | DATE |

| | | | |
|----|-------------|------------------|-------------|
| 2. | | | |
| | NAME | SIGNATURE | DATE |

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES AND CONSORTIA

This Returnable Schedule is to be completed only if the Tenderer is a joint venture or consortium.

We, the undersigned, are submitting this tender offer as a joint venture / consortium, and hereby authorise

Mr/Ms....., authorised signatory ofcompany, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|--|
| Lead partner | | Signature : Name : Designation : |
| | | Signature : Name : Designation : |
| | | Signature : Name : Designation : |
| | | Signature : Name : Designation : |

Note:

A copy of the Joint Venture or Consortium Agreement showing clearly the percentage contribution and liability of each partner to the Joint Venture or Consortium must be included in the bid submission.

A4. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture or consortium, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: CIDB registration number, if any/NA

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: SBD 4 issued by National Treasury must be completed for each tender and attached as a tender requirement.

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

- i) authorises the Employer to verify the tenderer's tax compliance status with the South African Revenue Services;
- ii) confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED:

| | | | |
|--|------------------------|-------------|--|
| | | | |
| | | | |
| | ENTERPRISE NAME | DATE | |

| | | | |
|--|-------------|-----------------|------------------|
| | | | |
| | | | |
| | NAME | POSITION | SIGNATURE |
| | | | |

A5. TENDERER'S BANK ACCOUNT DETAILS

Notes to Tenderer:

1. The Tenderer shall attach to this form a letter from the bank at which he declares he conducts his account.
2. The Tenderer's banking details as they appear below shall be completed.

3. In the event that the Tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The Tenderer must provide the following information:

| | | |
|-------|----------------------------------|--|
| (i) | Name of Account Holder: | |
| (ii) | Account Number: | |
| (iii) | Bank Name: | |
| (iv) | Branch Number: | |
| (v) | Bank and Branch Contact Details: | |

SIGNED BY/ON BEHALF OF TENDERER:

| | | | |
|--|-------------|------------------|--|
| | | | |
| | NAME | SIGNATURE | |

A6. FORM CONCERNING THE FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014, as amended (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations (2014) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

| | |
|------------|--|
| YES | |
| NO | |

2. Proposed approach to achieve compliance with the Regulations (Tick)

| | |
|--|--|
| Own resources, competent in terms of the Regulations (refer to 3 below) | |
| Own resources, still to be hired and/or trained (until competency is achieved) | |
| Specialist subcontract resources (competent) – specify: | |

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the team as specified in the Regulations (CVs to be attached):

4. Provide details of proposed training (if any) that will be undergone:

5. Potential key risks identified and measures for addressing risks:

I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

| | |
|------------|--|
| YES | |
| NO | |

SIGNED BY/ON BEHALF OF TENDERER:

| | | | | |
|--|-------------|------------------|--|--|
| | | | | |
| | NAME | SIGNATURE | | |

SBD 4 BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the Tenderer to make this declaration in respect of the details required hereunder.
Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. TENDERER'S DECLARATION

- 2.1 Is the Tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in the table below –

| Full Name | Identity Number | Name of State Institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

- 2.2 Do you, or any person connected with the Tenderer, have a relationship with any person employed by the procuring entity?**YES / NO**

- 2.2.1 If so, furnish particulars
.....
.....

- 2.3 Does the Tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

- 2.3.1 If so, furnish particulars
.....
.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect –

¹ The power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

- 3.1 I have read and understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Tenderer 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 consortium² will not be construed as collusive bidding;
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- 3.5 There have been no consultations, communications, agreements or arrangements made by the Tenderer with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the Tenderer was not involved in the drafting of the specifications or terms of reference for this bid;
- 3.6 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.

CERTIFICATION

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT MY BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Date

.....
Signature

.....
Position

.....
Name of Tenderer

² 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.

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state:**

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals (namely, BBBEE status level of contributor)

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_S = 80 \left(1 - \frac{P_t - P}{P} \right) & \mathbf{or} & P_S = 90 \left(1 - \frac{P_t - P}{P} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_S = 80 \left(1 + \frac{P_t - P}{P} \right) & \mathbf{or} & P_S = 90 \left(1 + \frac{P_t - P}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system).

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| BBBEE status level of contributor (Note: Tenderers are required to submit their BBBEE certificates or sworn affidavits (in the case of EMEs/QSEs) in order to be eligible to claim points) | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Public Company
- Personal Liability Company (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....

.....

B1. TAX COMPLIANCE

Tenderers must be registered and in good standing with the South African Revenue Services (SARS), and must provide their CSD registration number and valid SARS Tax Compliance PIN Number in this Schedule.

Tenderers who are not registered with, or in good standing with SARS are not precluded from submitting bids, but must be registered and in good standing prior to Contract Award.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance PIN Number and CSD Supplier Number.

| | | |
|-----------------------|--|--|
| | | |
| TAX PIN NUMBER | | |

| | | |
|----------------------------|--|--|
| | | |
| CSD SUPPLIER NUMBER | | |

SIGNED BY/ON BEHALF OF TENDERER:

| | | |
|-------------|------------------|-------------|
| | | |
| NAME | SIGNATURE | DATE |

B2. NATIONAL TREASURY CENTRAL SUPPLIER DATABASE REGISTRATION

Tenderers must be registered with the National Treasury Central Supplier Database (CSD) and must provide their CSD Registration Number issued by the National Treasury.

Tenderers who are not so registered are not precluded from submitting bids, but must be registered prior to Contract Award.

Each party to a Consortium or Joint Venture must submit their individual CSD Registration Number.

| | | |
|--------------------------------|--|--|
| | | |
| CSD REGISTRATION NUMBER | | |

SIGNED BY/ON BEHALF OF TENDERER:

| | | |
|-------------|------------------|-------------|
| | | |
| NAME | SIGNATURE | DATE |

B3. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT

In order to claim points for 'specific goals' in terms of the Preferential Procurement Regulations (2022), Tenderers must submit a Valid BBBEE certificate issued by a Verification Agency accredited by SANAS; or in the case of Exempted Micro Enterprises (EMEs), a sworn affidavit confirming annual total revenue and level of black ownership or a BBBEE certificate issued by the Companies and Intellectual Property Commission; and in the case of Qualifying Small Enterprises (QSEs), a sworn affidavit confirming annual total revenue and level of black ownership.

Unincorporated joint ventures and consortia must submit a consolidated B-BBEE certificate, failing which the Tenderer will not be awarded preference points.

SIGNED BY/ON BEHALF OF TENDERER:

| | | | | |
|-------------|--|------------------|--|-------------|
| | | | | |
| NAME | | SIGNATURE | | DATE |

B5. SCHEDULE OF KEY PERSONNEL

The tender offer shall include Table 1 below clearly showing the team of key personnel the Bidder proposes to assign to the Contract and how responsibilities for the various disciplines or work and components of the Works will be assigned. The appointed bidder may not replace the key personnel proffered in this schedule without the prior written approval of the Employer.

Where specifically indicated in the table below, it will not be acceptable for one team member to fulfill more than one role on the project, each team member must satisfy the requirements of each role which he/she intends to fulfill.

Stage 2.1 Functionality Assessment

Note: Bidders that fail to achieve a minimum of 75% (45 points) for functionality sub-criteria/requirement in stage 2.1 will not be considered for further evaluation. The successful Bidder must ensure that all key personnel have active registrations with relevant professional bodies and must remain active for the entire duration of the contract.

| 2.1 CAPABILITY AND CAPACITY CRITERIA (KEY PERSONNEL) | | | |
|--|--|-------------------------|----------------------|
| (All Key Personnel will be Required for the entire duration of the Project) | | | |
| No. | Criteria | Score Allocation | Maximum Score |
| 1. | FIDIC Engineer (Natural Person) under Clause 3.1 of the Second Edition 2017 FIDIC (International Federation of Consulting Engineers) Red Book, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer incorporating the latest errata thereto as published by the FIDIC. | | 20 |
| 1.1 | Qualifications | | 5 |
| 1.1.1 | Post-graduate Degree in Structural/Civil Engineering | 5 | |
| 1.1.2 | B-Tech/BEng/Bsc Degree in Structural/Civil Engineering | 3.75 | |
| 1.1.3 | National Diploma in Structural/Civil Engineering | 2 | |
| 1.1.4 | None of the above qualifications | 0 | |
| 1.2 | Registration with Professional Bodies (Active registration) | | 5 |
| 1.2.1 | Professional registration with Engineering Council of South Africa (ECSA) | 5 | |
| 1.2.2 | Not registered with ECSA | 0 | |
| 1.3 | Professional Experience | | 10 |
| 1.3.1 | 10 Or more years' work experience post professional registration in structural/civil engineering projects. | 5 | |
| 1.3.2 | 5-9 Years' work experience post professional registration in structural/civil engineering projects. | 3.75 | |
| 1.3.3 | 1 to 4 Years' work experience post professional registration in structural/civil engineering projects. | 2 | |
| 1.3.4 | No experience post professional registration in structural/civil engineering projects. | 0 | |
| 1.4 | Project Related Experience | | |
| 1.4.1 | 10 Or more years' work experience in contract administration, quality management, managing structural/civil projects, including projects of a similar nature as fencing and ensuring integration of various built environments with specialist disciplines during construction. | 5 | |

| 2.1 CAPABILITY AND CAPACITY CRITERIA (KEY PERSONNEL) | | | |
|--|--|-------------------------|----------------------|
| (All Key Personnel will be Required for the entire duration of the Project) | | | |
| No. | Criteria | Score Allocation | Maximum Score |
| 1.4.2 | 5-9 Years' work experience in contract administration, quality management, managing structural/civil projects, including projects of a similar nature as fencing and ensuring integration of various built environments with specialist disciplines during construction. | 3.75 | |
| 1.4.3 | 1-4 Years' work experience in contract administration, quality management, managing structural/civil projects, including projects of a similar nature as fencing and ensuring integration of various built environments with specialist disciplines during construction. | 2 | |
| 1.4.4 | No work experience in contract administration, quality management, managing structural/civil projects, including projects of a similar nature as fencing and ensuring integration of various built environments with specialist disciplines during construction. | 0 | |
| 2 | The Engineer's Representative 1 (Full time on site) | | 20 |
| 2.1 | Qualifications | | 5 |
| 2.1.1 | Post-graduate Degree in Structural/Civil Engineering/Quality Management or related built environment field | 5 | |
| 2.1.2 | B-Tech/BEng/BSc Degree in Structural/Civil Engineering/Quality Management or related built environment field | 3.75 | |
| 2.1.3 | National Diploma in Structural/Civil Engineering/Quality Management or related built environment field | 2 | |
| 2.1.4 | None of the above qualifications | 0 | |
| | | | |
| 2.2 | Registration with Professional Bodies (Active registration) | | 5 |
| 2.2.1 | Registration as a professional with ECSA or SACPCMP | 5 | |
| 2.2.2 | Registration as a candidate with ECSA or SACPCMP | 2.5 | |
| 2.2.3 | Not registered with ECSA or SACPCMP | 0 | |
| | | | |
| 2.3 | Demonstrable Experience | | 10 |
| 2.3.1 | 9 years or more experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | 10 | |
| 2.3.2 | 5-8 years' experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that | 7.5 | |

| 2.1 CAPABILITY AND CAPACITY CRITERIA (KEY PERSONNEL) | | | |
|--|--|-------------------------|----------------------|
| (All Key Personnel will be Required for the entire duration of the Project) | | | |
| No. | Criteria | Score Allocation | Maximum Score |
| | outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | | |
| 2.3.3 | 1-4 years' experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | 5 | |
| 2.2.4 | No experience in supervision projects of a similar nature as fencing. | 0 | |
| 3 | The Engineer's Representative 2 (Full time on site) | | 20 |
| 3.1 | Qualifications | | 5 |
| 3.1.1 | Post-graduate Degree in Structural/Civil Engineering/Quality Management or related built environment field | 5 | |
| 3.1.2 | B-Tech/ BEng/BSc Degree in Structural/Civil Engineering/Quality Management or related built environment field | 3.75 | |
| 3.1.3 | National Diploma in Structural/Civil Engineering/Quality Management or related built environment field | 2 | |
| 3.1.4 | None of the above qualifications | 0 | |
| | | | |
| 3.2 | Registration with Professional Bodies (Active registration) | | 5 |
| 3.2.1 | Registration as a professional with ECSA or SACPCMP | 5 | |
| 3.2.2 | Registration as a candidate with ECSA or SACPCMP | 2.5 | |
| 3.2.3 | Not registered with ECSA or SACPCMP | 0 | |
| | | | |
| 3.3 | Demonstrable Experience | | 10 |
| 3.3.1 | 9 years or more experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | 10 | |
| 3.3.2 | 5-8 years' experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction | 7.5 | |

| 2.1 CAPABILITY AND CAPACITY CRITERIA (KEY PERSONNEL) | | | |
|--|---|-------------------------|----------------------|
| (All Key Personnel will be Required for the entire duration of the Project) | | | |
| No. | Criteria | Score Allocation | Maximum Score |
| | works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | | |
| 3.3.3 | 1-4 years' experience in quality management supervision of built environment projects (the experience should include but not limited to: ensuring that construction activities meet the required quality standards, codes and specifications. Maintaining the integrity, safety and compliance of the construction works. Conducting regular inspection of construction work including materials, processes and finished products; implementing a Quality Assurance plan that outlines procedures and criteria for quality checks throughout the construction; working with the construction team to rectify issues and prevent further non-compliance and monitor and assess the quality performance of the contractor.) | 5 | |
| 3.3.4 | No experience in supervision of built environment projects including projects of similar nature as fencing and quality assurance supervision experience. | 0 | |
| | Sub-total | | 60 |

Note: Tenderers must score a minimum of 45 points (75%) out of a possible 60 points, in the above Functionality Assessment (Schedule B6-B8) in order to be considered for further evaluation in Stage 2.2.

Table 1: Schedule of Key Personnel

Note: In addition to Table 1, Tenderers must submit the table below completed

| Key Personnel | Name | Qualifications/Track Record | Registration Number | No of years' experience in terms of required skills | Company Name & Physical address and contact details of local office |
|--|------|-----------------------------|---------------------|---|---|
| FIDIC Engineer (Natural Person) under Clause 3.1 of the Second Edition 2017 FIDIC (International Federation of Consulting Engineers) Red Book, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer incorporating the latest errata thereto as published by the FIDIC | | | | | |
| The Engineer's Representative 1 (<i>Full time on site</i>) | | | | | |
| The Engineer's Representative 2 (<i>Full time on site</i>) | | | | | |

B6. PROFESSIONAL QUALIFICATIONS OF KEY PERSONNEL

Copies of the professional qualifications of each Team Member listed in Schedule B5: Table 1, above, must be attached to this Schedule

SIGNED BY/ON BEHALF OF TENDERER:

| | | | | |
|-------------|--|------------------|--|-------------|
| | | | | |
| NAME | | SIGNATURE | | DATE |

B7. PROFESSIONAL REGISTRATION OF KEY PERSONNEL

Copies of professional registration certificates of each individual Team Member listed in Schedule B5: Table 1, must be attached to this Schedule 1.

SIGNED BY/ON BEHALF OF TENDERER:

| | | | |
|-------------|--|------------------|-------------|
| | | | |
| NAME | | SIGNATURE | DATE |

B8. CURRICULUM VITAE OF KEY PERSONNEL

CVs must be submitted in the required format.

Only include CVs for the required personnel as listed in the above table and in the format of the CV template provided in this schedule. Attach CVs in the order that the key Personnel are listed in Schedule B5.

Please note that if any changes are made to any personnel from the initial approved lists at the time of the tender award, written communication of all changes should be submitted to SARAO for approval to minimise any unforeseen risks.

Do NOT include CVs for support staff.

Please Note:

The Tenderer should respond to the requirements listed in Table 1 and insert the details of the required personnel in the Schedule of Key Personnel and attach the supporting documentation and sub-consulting agreements (where applicable);

The Tenderer must clearly indicate in the Table where one person can fulfil various roles;

Do not include support staff in the Schedule of Key Personnel. Only key personnel will be assessed. Support staff will therefore not be assessed. It is however the responsibility of the Tenderer to ensure that the project is provide with adequate support capacity;

Where there are no names next to the suggested Key Personnel, it will be assumed that the Tenderer does not have the personnel included in their construction team;

In order to qualify, the team must include all the Key Personnel (or indicate where one person fulfils other roles) and each Team Member must meet the minimum requirements in relation to qualification, registration and number of years' experience as stated in Table 1.

The Key personnel must be registered with their respective related regulatory bodies and have recognised qualifications. Registration with Councils, for those professions where Councils exist, and with Associations or Institutes for those professions where only Associations and / or Institutes exist is required.

Please Note: Provide a detailed CV as an attachment highlight the following:

Surname (and maiden name in brackets where applicable); First name/s; Date of birth; Nationality; Education and Specialist training; Membership of Professional Bodies; Registration Number; Key Qualifications relevant to this project; Key skills and expertise relevant to this project; High-level overview of professional experience directly related to the role of the team member in this project.

B9. TENDERER'S PAST EXPERIENCE

Tenderers will be assessed on their past experience in delivering projects of similar scope to this tender.

Tenderers must familiarise themselves with the evaluation criteria listed below and submit a list of current and completed projects and references to support the allocation of points.

The following criteria will be used to assess this criterion –

Note: Tenderers must score a minimum of 60 points (75%) out of 80 points in Stage 2.2 to proceed to Stage 3

| Criteria | Indicator | Sub-criteria | Score Allocation |
|---|---|--|------------------|
| Previous experience and Track Record | Tenderer's past experience in providing professional engineering services, managing structural/civil projects including similar projects undertaken to the nature of the National Parks/ Game fence projects. | Completed 6 or more projects providing professional engineering services, managing structural/civil projects including similar projects undertaken to the nature of the National Parks/ Game fence projects. | 20 |
| | | Completed 1-5 projects providing professional engineering services, managing structural/civil projects including similar projects undertaken to the nature of the National Parks/ Game fence projects. | 15 |
| | | The bidding entity has <u>no</u> professional engineering services, managing structural/civil projects including similar projects undertaken to the nature of the National Parks/ Game fence projects. | 0 |
| Total | | | 20 |

Table 2: List of Previous and Completed Projects

Please Note: Provide a signed/ stamped reference document on a company letterhead.

NAME OF COMPANY

| PROJECT/EMPLOYER (Name, Tel. No and emails.) | NATURE OF WORK | VALUE OF WORK | YEAR OF COMPLETION | KM OF COMPLETED FENCE |
|---|-----------------------|----------------------|-------------------------------|--------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

B10. METHOD STATEMENT

Bidders must familiarise themselves with the evaluation criteria listed below and submit a method statement based on the scope of work for this project.

The following criteria will be used to assess this criterion –

| Criteria | Indicators | Sub-criteria | Score Allocation |
|--|---|---|------------------|
| Method Statement specific to this project | <p>The method statement must as a minimum address the following aspects:</p> <ul style="list-style-type: none"> ● Project execution strategy ● Sequence and durations of works/activities. (Activity ID, Activity Description, Activity Duration, Start and Finish dates (assuming C0) and Total Float). ● The events that influence the carrying out of the Works, including float and the Contractor's time risk allowances. ● Supervision of works i.e if the contractor has many teams working in different locations at the same time, ect. ● Risk Management Plan, Safety, Environmental & Quality considerations throughout the construction; verification and handover phases. ● Information & document management. ● Communication and reporting. | The Method Statement exceeds the requirements in that it clearly defines how the contract will be successfully managed and leaves no doubt that the Tenderer understands the requirements in terms of the project management and system engineering process and proposes clear processes & procedures in terms of the management of cost, schedule, quality and risk. | 30 |
| | | The Method Statement adequately meets the requirements with all the aspects required as part of the criteria are described in detail and the SARAO is satisfied that the Tenderer is capable of managing the execution of the contract. | 20 |
| | | The Method Statement is generic and average and does not address all the requirements for this criterion to be deemed sufficient for the project | 10 |
| | | The Method Statement was not submitted. | 0 |
| | | Total | 30 |

B11. QUALITY MANAGEMENT PLAN SPECIFIC TO THIS PROJECT

Bidders must familiarize themselves with the evaluation criteria listed below and submit a Quality Plan for the execution of this project.

The following criteria will be used to assess this criterion -

| Criteria | Indicators | Sub-criteria | Score Allocation |
|--------------------------------|--|--|------------------|
| Quality Management Plan | Quality Management Plan or Equivalent, based on the following principles - <ul style="list-style-type: none"> ● Plan to audit the Contractor's quality assurance (QA) system; ● Involvement of supervisory staff; ● Process approach; ● System approach; ● Continual improvement. ● Quality tests Plan; ● Samples of materials, components and quality of workmanship approval procedures were necessary. | Quality Management System or Equivalent exceeds the requirements where innovative options (through technology/options/processes) are considered to manage Quality during the fence installation phase. | 30 |
| | | Quality Management System or Equivalent meets all the aspects and requirements of Quality Management principles during the fence installation phase. | 20 |
| | | Quality Management System or Equivalent is generic and does not address Quality Management principles during the fence installation phase. | 10 |
| | | The Quality Management System was not submitted. | 0 |
| Total | | | 30 |

B12. AMENDMENTS / ALTERNATIVES AND QUALIFICATIONS BY TENDERER

The schedules below are not an invitation for amendments, deviations or alternatives and will not automatically be incorporated into any final contract should the Tenderer be successful, but should the Tenderer desire to make any departures from the provisions of this contract, he shall set out his proposals clearly hereunder.

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(1) AMENDMENTS

| PAGE, CLAUSE OR ITEM NO | PROPOSED AMENDMENT |
|-------------------------|--------------------|
| | |
| | |
| | |

- (a) *Amendments to the General and Particular Conditions of Contract are not acceptable;*
 (b) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(2) ALTERNATIVES

| PROPOSED ALTERNATIVE | DESCRIPTION OF ALTERNATIVE |
|----------------------|----------------------------|
| | |
| | |

- (a) *Individual alternative items that do not justify an alternative tender and an alternative offer for time for completion should be listed here.*
 (b) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
 (c) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(3) QUALIFICATIONS

| ITEM ON WHICH QUALIFICATION IS MADE | DESCRIPTION OF QUALIFICATION |
|-------------------------------------|------------------------------|
| | |
| | |
| | |

- (a) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

| | | |
|------|-----------|------|
| | | |
| NAME | SIGNATURE | DATE |
| | | |

B13. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

| No. | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

If there is insufficient space above, the Tenderer may include the additional sheets in the Supporting Documentation file, should be submitted.

Number of additional sheets submitted by the Tenderer in respect of this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER:

| | | | | |
|-------------|--|------------------|--|-------------|
| | | | | |
| NAME | | SIGNATURE | | DATE |

B14. JOINT VENTURE OR CONSORTIUM AGREEMENT (IF APPLICABLE)

If the Tenderer is a Joint Venture or Consortium, a signed copy of its signed Joint Venture or Consortium Agreement must be included in the bid submission.

SIGNED BY/ON BEHALF OF TENDERER:

| | | | | |
|-------------|--|------------------|--|-------------|
| | | | | |
| NAME | | SIGNATURE | | DATE |

B15. TENDERER'S REFERENCES

Table 3: Reference Template (Minimum of 3) For the Bidding Entity, For Sub-Consultants and Joint Venture Partners

References for Bidding Entity, Sub-contractors and Joint Venture Partners

The bidding entity, its sub-consultants and joint venture partners must provide at least three (3) credible, written and contactable references each from the clients for whom projects have been undertaken similar to SARAO requirements and have indicated their willingness to take SARAO representatives on such site visit to such Client premises if requested.

The references must be provided in the following format:

| | |
|--------------------------------------|--|
| Company | |
| Client Point of Contact & Tel Number | |
| Date of Project (From – To) | |
| Description of Project | |
| Role of Tenderer in project | |

| Professionalism (please justify reasons for scoring in columns adjacent) | Poor Score 1 | Average Score 2 | Met requirements Score 3 | Exceeded requirements Score 4 |
|---|--------------|-----------------|--------------------------|-------------------------------|
| | | | | |
| Was the project delivered on time? If not, why not? | Poor Score 1 | Average Score 2 | Met requirements Score 3 | Exceeded requirements Score 4 |
| | | | | |
| Was the project delivered within budget? If not, why not? | Poor Score 1 | Average Score 2 | Met requirements Score 3 | Exceeded requirements Score 4 |
| | | | | |
| Was the project delivered to the required satisfaction/quality to the Client? If not, why not? | Poor Score 1 | Average Score 2 | Met requirements Score 3 | Exceeded requirements Score 4 |
| | | | | |
| Were there contract variations in the project? If yes, list them and the reason for them | | | | |

| Role of Tenderer in project | Poor Score 1 | Average Score 2 | Met requirements core 3 | Exceeded requirements Score 4 |
|-----------------------------|--------------|-----------------|-------------------------|-------------------------------|
| | | | | |

Would you use the Tenderer/ JV Partners again?

Yes

No (reasons)

Overall Impression:

.....

.....

.....

.....

.....

.....

.....

Company Representative:

Position in Company:

**B16. LETTER OF GOOD STANDING WITH COMPENSATION COMMISSIONER
(COIDA)**

Attach to this Schedule, a valid Letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 (as amended).

Each party to a joint venture or consortium must submit their respective Letters of Good Standing.

Appendix 1

D1: Scope of Services

| Number | Heading | Page No. |
|---------------|--|-----------------|
| D1.1 | Background to the National Research Foundation and the South African Radio Astronomy Observatory (SARAO) | 52 |
| D1.2 | Scope of Services | 53 |
| Annexure A | National Park Game Fence FIDIC Red Book Construction Tender Document | Attached |
| Annexure B | Link to Annexure A Supporting Documents | 60 |

D1.1 BACKGROUND TO THE NATIONAL RESEARCH FOUNDATION AND THE SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY

The National Research Foundation (“NRF”) is a juristic person established in terms of section 2 of the National Research Foundation Act, Act 23 of 1998. The NRF supports and promotes research and human capital development through funding, the provision of National Research Facilities and science outreach platforms and programmes to the broader community in all fields of science and technology, including natural science, engineering, social science and humanities

The South African Radio Astronomy Observatory (SARAO), a facility of the National Research Foundation, is responsible for managing all radio astronomy initiatives and facilities in South Africa, including the MeerKAT Radio Telescope in the Karoo, and the Geodesy and VLBI activities at the HartRAO facility. SARAO also coordinates the African Very Long Baseline Interferometry Network (AVN) for the eight SKA partner countries in Africa, as well as South Africa’s contribution to the infrastructure and engineering planning for the Square Kilometre Array (SKA) Radio Telescope. To maximise the return on South Africa’s investment in radio astronomy, SARAO is managing programmes to create capacity in radio astronomy science and engineering research, and the technical capacity required to support site operations. In the reference documentation, SKA SA is understood to mean SARAO.

South Africa and its 8 African partner countries were jointly awarded the SKA together with Australia. The SKA will be Africa’s largest science project which will be a hub for both local and international collaboration. The SKA Organisation has been established with its headquarters at Jodrell Bank in Manchester, United Kingdom. The five key science projects that will be undertaken by the SKA include:

- Probing the Dark Ages
- Galaxy Evolution
- The Origin and Evolution of Cosmic Magnetism
- Strong Field Tests of Gravity using Pulsars and Black Holes
- The Cradle of Life.

The first phase of the SKA1-MID project includes the addition of 133 antennas to the 64-dish MeerKAT radio telescope and the second phase of the project and will include up to 2000 antennas distributed across South Africa and its eight African partner countries.

SARAO has offices based in Johannesburg and Cape Town, as well as the HartRAO facility at Hartebeesthoek and radio-quiet SKA host site in the Karoo, 90km from Carnarvon in the Northern Cape, which hosts the Square Kilometre Array mid-frequency telescopes, MeerKAT, and KAT-7 radio telescope installations, as well as a number of guest instruments, including the HERA telescope.

Further information about SARAO can be found on www.ska.ac.za and the international SKA on www.skatelescope.org.za

D1.2 SCOPE OF SERVICES

OVERVIEW

The South African Radio Astronomy Observatory (SARAO) embarked on a land acquisition programme during 2015 to 2017 to acquire identified portions of land to enable the construction and protection of the Square Kilometre Array (SKA) Radio Telescope. South Africa, in collaboration with Australia, jointly awarded the SKA Project in 2012.

SARAO has secured 40 portions of land as part of the SKA land acquisition programme. This equates to 135 245 hectares of land which forms part of the NRF-owned land, where 80% of the SKA Radio Telescope will be established.

In September 2019 a Management Agreement was concluded between the National Research Foundation and South African National Parks (SANParks) to appoint SANParks as the land management authority on behalf of the NRF. This appointment is in line with the management outcomes defined in the Integrated Environmental Management Plan approved by the Minister of Environmental Affairs to appoint an appropriate conservation management agency for the maintenance and management of the NRF-owned land. The land management responsibility is derived from South Africa's offer to host the SKA telescope and provide a site for the construction and operation of the radio telescope.

To enable SANParks to undertake and fulfill their functions as per the management agreement, the NRF-owned land was declared as the Meerkat National Park by the Minister of Environment, Forestry and Fisheries during March 2020. This means that in order to ensure the safety and security required for people living within the area, their livestock and animals brought in by SANPARKS, a boundary fence is required along the perimeter of the MeerKAT National Park.

SCOPE OF SERVICES

SARAO is in a process of appointing a construction contractor under the Second Edition 2017 FIDIC (International Federation of Consulting Engineers) Red Book, Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer incorporating the latest errata thereto as published by the FIDIC ('FIDIC Red Book Contract'), to supply and install a new boundary fence around the perimeter of the Meerkat National Park, Northern Cape. The construction contract scope includes the setting out of the new approx. 200Km x 2.4m high predator-proof fence line, 1m from the existing fence (Topographical and Geotechnical survey), and then the supply and installation of the approx. 200Km x 2.4m high predator-proof fence from Natural Ground Level (NGL).

The scope of this service is for the Consultant to act as the Engineer (Clause 3.1) and Engineers Representative/Delegate (Clause 3.3, 3.4) in all aspects (except as constrained herein and in the signed contract with the Construction Contractor); and carry out all of the duties attributed to the Engineer et al in 'The FIDIC Red Book contract'.

The Engineer and its Representative/Delegate to oversee all aspects of the fence construction process from start to finish including defect notification and the timeous correction thereof.

The Engineer must be well-versed in all construction methodologies and procedures and able to coordinate a team of professionals of different disciplines to achieve the best results. The Engineer is required to manage the FIDIC Red Book contract in such a way as to ensure that the Client's overall goal of the project being delivered on time according to the time for completion as stated in the FIDIC Red Book Contract and without exceeding the contract sum of said contract. The Engineer is to inform the Client and the FIDIC Red Book contractor of any and all verifications and inspections it will require to ensure that the appointed contractor fully complies with the detailed design provided in the FIDIC Red Book contract and also to clarify areas of uncertainty due to local conditions, etc.

The Consultant in its capacity as the Engineer, will not have the authority to issue any instruction under the FIDIC Red Book contract that will result in an increase to the FIDIC Red Book contract sum, except if such proposed instruction has been agreed to by the Client, with such agreement not being withheld without good reason.

LOCALITY

The SKA1_MID telescope site is in the Northern Cape Province, surrounded by the towns of Carnarvon, Williston, Brandvlei and Van Wyksvlei, as indicated in Figure 1 below.

The SKA1_MID site is approximately 650km and 900km from Cape Town and Johannesburg city centres respectively, and approximately 90 km WNW of the town of Carnarvon. Access to the site is via a provincial tar (sealed) road from Carnarvon and gravel roads from the surrounding towns around the site.

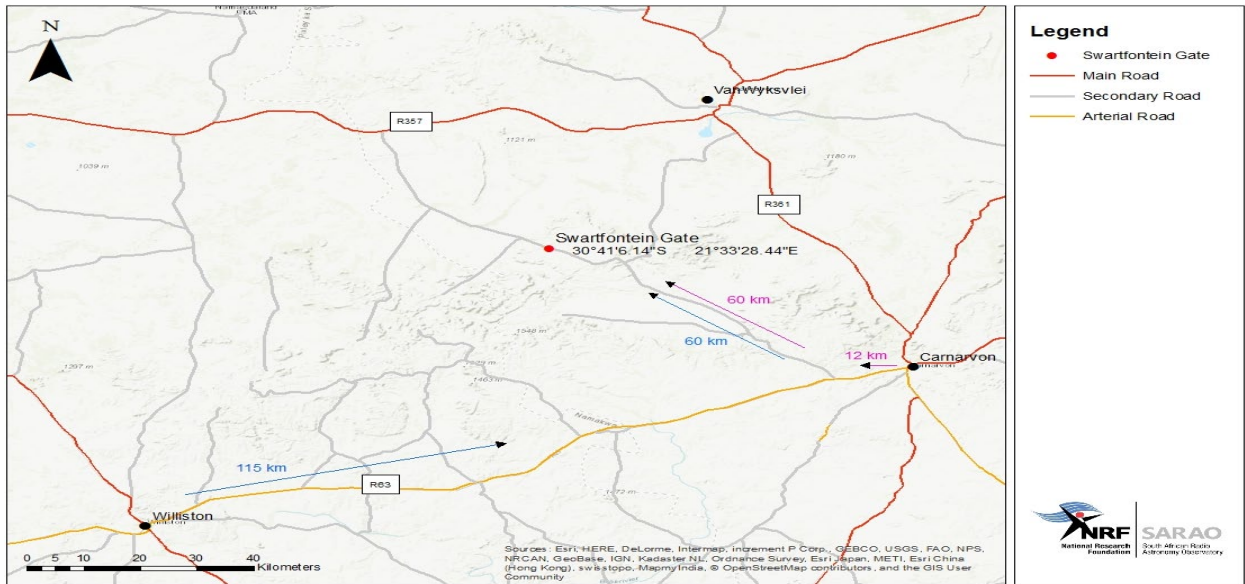


Figure 1: SKA1_MID site

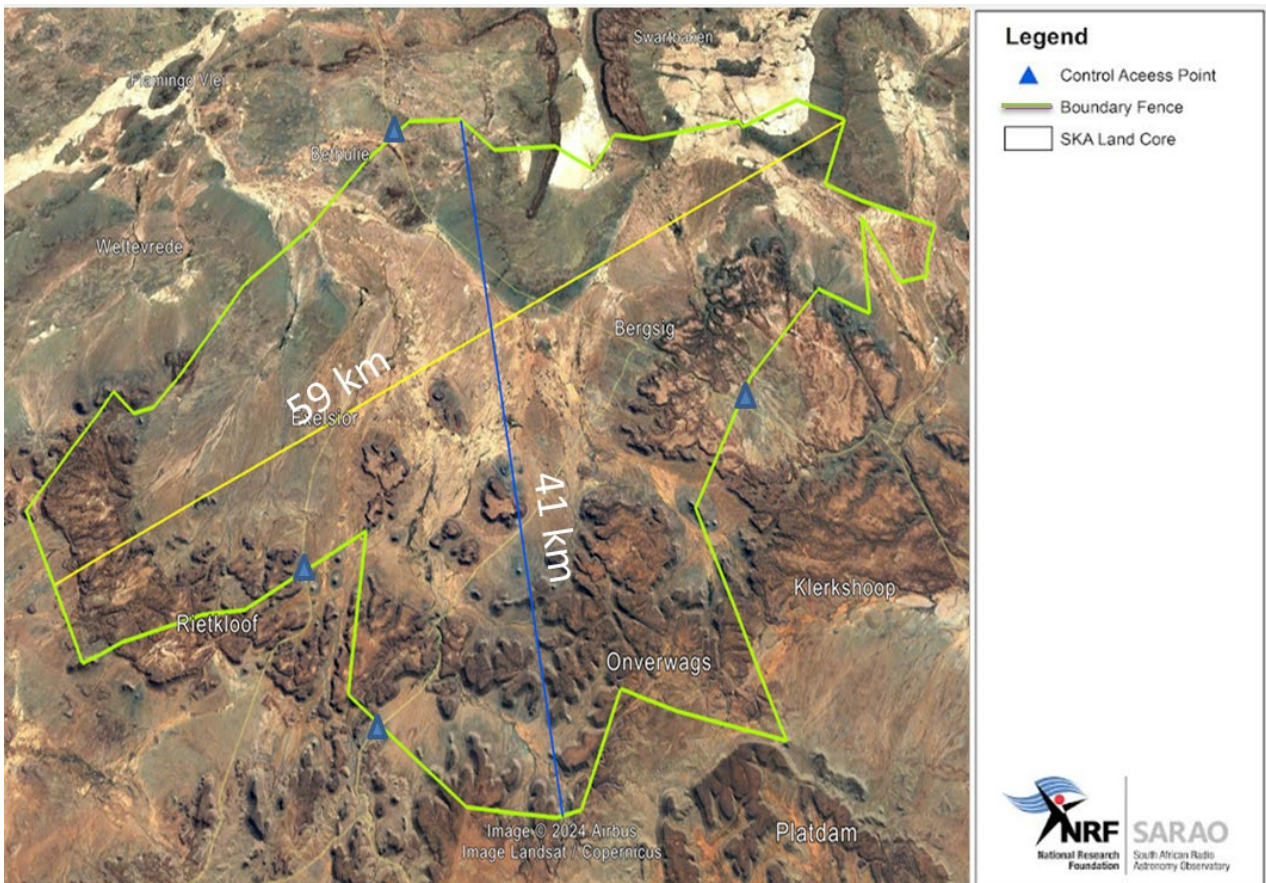


Figure 2: Meerkat National Park Boundary Fence Line: Overall site plan

D1.2.1 CONTRACT ADMINISTRATION & QUALITY MANAGEMENT

SARAO will follow a System Engineering (SE) process to realize the construction, verification and handover of the works.

The SE process will be managed internally within SARAO, with technical input and assistance from the successful Tenderer as and when required. Tenderers must also note that SARAO has specific configuration management for projects. All documentation, including drawings, will be compiled on specific templates which will be issued to the successful Tenderer. There will also be a specific numbering system which will be provided to the successful Tenderer.

A client brief / workshop shall be held within seven (7) days after tender award as a kick off meeting and a Requirements Review (RR) to explain the overall project requirements which may be unclear / require further discussion. Once the Requirements Review meeting has been held. The Consultant team led by the FIDIC Engineer shall take over the responsibilities to manage and supervise the project accordingly.

High Level Programme for Completion

| National Park Fence Project: FIDIC Engineer Services (917 Calendar days) | | |
|--|---|---|
| <p>FIDIC Engineer and Supervision Services</p> <p>(552 Calendar days)</p> <p><i>Note: Commencement align with contractor's appointment date and/otherwise agreed.</i></p> | <p>Defects Liability Period</p> <p>(12 Months)</p> <p>(365 Calendar days)</p> | |
| | <p>Verification and Handover</p> <p>(60 calendar)</p> | <p>Defects Liability Inspection</p> <p>(At month 8 / agreed with Client)</p> |

Figure 3: SARAO Project Management Plan Process

D1.2.1.1 FIDIC ENGINEER AND SUPERVISION SERVICES (552 CALENDAR DAYS)

CONTRACT ADMINISTRATION & QUALITY MANAGEMENT PROCESS

- a) The **Engineer and its 2 Representatives** will be responsible for executing the following construction administration duties as part of its role to act as the FIDIC Red Book Engineer:
- Attend the preliminary project brief meeting client brief / workshop (Requirements review).
 - Attend site handover meeting.
 - Convening weekly online coordination meetings with the contractor and appointed sub-contractors to ensure proper coordination and integration.
 - Lead monthly face to face progress meetings including the recording of minutes, action items, review of the construction schedule, progress on implementing contract participation goals and socio-economic requirements as defined in the contract.
 - Review and give input on the Topographical and Geotechnical surveys conducted by the main contractor and provide approval for design solution/proposal. All surveys and all other ad hoc project management documents / reports shall be formally accepted by SARAO before commencement of the next tasks.
 - Bi-Weekly onsite inspections to monitor the construction progress.
 - Assessment, approval and submission of monthly payment certificates to SARAO for payment.
 - Input into content of contractor appointment letter; insurances; performance guarantee requirements; health, safety and environmental management plan review and approval prior to construction; quality assurance plan review and approval prior to construction.
 - Prepare regular, detailed project progress reports and present them to SARAO (Client) Project Manager.
 - Develop and implement a Quality Assurance plan that outline procedures and criteria for quality checks throughout the construction
 - Provide Project Management Plans, Statement of Works, Risk Register, Update and issue drawings registers.
 - Review and approval of the construction programme including project float, critical path items, holding points and items identified critical for integration.
 - Undertake the 'Resident Engineer role' on behalf of the SARAO to ensure that construction, verification and handover is done within budget, to the required quality and within the approved construction timeline. (Level 3 construction monitoring in terms of the Engineering Council of South Africa Guideline for Services

and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Government Gazette 39480, Board Notice 138 of 2015;1).

- The Resident Engineer will be required to obtain written approval from the SARAO prior to any site instructions or variation orders are issued and providing the SARAO with any early-warnings of potential delays in the schedule which has an impact on cost;
- The Engineer will provide project specific designs services (Ad-hoc basis) should the need arise based on the Clients adjusted requirements as in when is required.
- Project Implementation Plan or Project Schedule must be provided in Excel Format / Microsoft Projects/ Primavera. Schedules must be updated and maintained on a monthly basis.
- Undertaking health, safety, environmental, quality assurance audits in conjunction with the SARAO team.
- Management of the Contractor and Labour Participation Goals specified in the contractor's contract.
- Project Management of cost, communication, risk Management etc.
- Oversee the:
 1. Two (2) on site-based supervisors (Engineer's Representatives);

b) The required **on-site based Supervisors (2 Engineer's representatives)** will be responsible for executing the following:

- The supervisors are to be split according to the contractors work programme e.g If work is done sectional, in 2 groups - team A starting from the North side and team B starting on the South side of the fence. There must be 2 on-site based Supervisors (2 Engineer's representatives) at all times throughout the duration of construction of the fence.
- Supervise the work of the appointed main contractor, subcontractors and give them guidance when needed;
- Evaluate progress and prepare regular, detailed reports to Project Engineer (Lead);
- Ensuring that construction activities meet the required quality standards, codes and specifications;
- Maintaining the integrity, safety and compliance of the construction works;
- Conducting daily inspection of construction work including materials on site/off site;
- Working with the construction team to rectify issues and prevent further non-compliance and monitor, assess the quality performance of the main/subcontractors.
- Ensure adherence to all health and safety standards and report issues to the Project Engineer (Lead) and the Client's Occupational Health and Safety Agent;
- Conduct a final inspection of the entire fence installation to ensure compliance with design specifications for sign-off purposes.

D1.2.1.2 DEFECTS LIABILITY PERIOD (365 CALENDAR DAYS)

VERIFICATION AND HANDOVER (60 Calendar Days) + DEFECTS LIABILITY INSPECTION (At month 8 / agreed with Client)

The appointed Engineer and its 2 Representatives will be responsible for executing the following during this phase:

- Conduct the Physical Configuration Audit (PCA). This audit will verify the installation against the following documents: Specification, As-built installation drawings, Shop Drawings including Bill of Materials for all itemized items indicated on drawings.
- Coordinate and facilitate the supply of operations and maintenance manuals by all suppliers and contractors as per SARAO defined requirements. This shall include the coordination and compilation of the final hand-over package;
- Liaise with the Kareeberg/Karoo Hoogland Municipalities to coordinate the required inspections and issuing of the Certificate of Occupancy where necessary. Format both in hard copy and in soft copy. The hard copy must be signed off by the Consultant and Client;
- Taking overall responsibility for coordinating the compilation of the following as-built documentation with the Construction Contractor two months prior to completion of construction in preparation for achieving an as-built baseline (ABBL);
- Compile snag lists, ensure the contractor addresses the snags and issuing completion certificates (interim, practical, final);
- Compile lessons learnt report, liaise with Contractor to provide SARAO with a lessons learnt report including but not limited to Technical, Installation, Management, Resource, Supplier, Supply, Site and facility issues.
- Manage the defect by conducting an inspection prior to final handover certificates are signed to identify defects which must be addressed by the contractor.

The bidder must ensure compliance to the following regulations but not limited to:

- SANS 1200 building specifications for all the civil works around the building,
- SANS 10400 – 1990 (latest update is 2022) – Building Regulations South Africa
- National Building Regulations and Building Standards Act No.103 of 1977 and SANS 10128 and T
- National Building Regulations (Part A, T and W)
- Occupational Health & Safety Act Regulations
- National Veld and Forest Fire Act (Act 101 of 1998)
- Local Authority By-Laws
- The Functions of SANS Codes and Standards
- The Fire Brigade Services Act as amended
- Fire Detection under SANS 10400 – Section T

The bidder shall be responsible for executing and handover the following to the Client:

- Accept As-built drawings (workshop, construction, other) in PDF, dwg, dxf, & shape files;
- Conduct Site inspection including providing the necessary reports;
- Compile defects report, ensure the contractor addresses the defects and issuing completion certificates (interim, practical, final);
- Final verification report shall be submitted to enable the return of the performance certificate to the Contractor.

D1.2.2 SARAO SITE CONSTRAINTS, FACILITIES AND CONDITIONS

Facilities and Restrictions

SARAO will not provide any on-site accommodation or transport to the Consultant's staff. The Consultant should procure accommodation in the town of Carnarvon and transport at their own cost. Bidders need to take note that there are already contractors on site, undertaking the construction of the SKA-Mid project. The Bidder must provide appropriate living conditions for their staff as none will be provided by the SKA. Living conditions shall be similar to their home living conditions or better.

The Tenderer is advised that SARAO has adopted a strict **No alcohol and illegal narcotic or other drugs policy** on site and shall be enforced by both the Contractor and SARAO, resulting in serious disciplinary action for offenders. Please refer to the SARAO Site Information Part A&B (within Annexure 2 folder).

The Tenderer is advised that all key personnel for this project will be screened by the Security and alcohol screening will be undertaken on all site entries.

The Tenderer must note that other contractors will be working within the area.

Radio Frequency Interferences/EMI

SKA has a Radio Frequency Interference Policy, which all personnel and contractors on site must comply with. The Tenderers need to be aware that the SKA1_MID core area is a Radio sensitive area and all electronic equipment the team needs to use within the core area will need to be tested for Radio Frequency Interference (RFI) and permits will need to be issued for their use prior to gaining access to the site. The RFI concerns on site are further described in the RFI policy document.

Over and above the above mentioned, the Tenderers need to also be aware of the following:

- Critically, all motor-driven equipment and vehicles brought to site shall be **diesel powered**. Only vehicles and motor-driven equipment declared in the bid documentation will be permitted on site, unless agreed to by the SARAO prior to commencement of the works. Bidders need to take note that there they should ideally use e.g 4x4 diesel vehicles with high ground clearance due to site condition. This includes generators, compressors, micro cable blowing equipment and cable tensioning equipment. Vehicle Bluetooth/WiFi systems shall be disabled prior to arrival on site and will **remain OFF** for the duration that the vehicle is on site.
- Critically, cell phones (mobile phones) are **prohibited from being ON**, regardless of mode (i.e., flight mode operation is not permitted).
- Critically, no radio transmitters shall be operated on the site without the prior explicit approval of the SARAO

for each item required.

Exceptions required by the consultant shall be declared in the consultant's bid documentation, and are subject to approval by the SARAO. Only SARAO approved devices will be permitted to operate on the site. Devices will be required to undergo testing by SARAO to determine whether they will be approved for use on site.

D1.2.3 SUPPORTING DOCUMENTS

The successful Tenderer must submit the following documents for Take Over to be certified on the construction phase (FIDIC Red Book contract).

The following shall be submitted to SARAO for the works (2 hard copies and 1 USB flash drive):

- As-built drawings (workshop, construction, other) for above scope of work provided in the format stated in the Particular Conditions (source files included) – All as-built files in all formats (Dwg, Word, Pdf, Visio, GIS shapefiles, kmz etc.) and versions,
- Maintenance Manuals and procedures,
- Plant and Material selection including manufacturer certified information,
- Inspection record cards/checklists

D1.2.4 LEGAL, ENVIRONMENTAL, HEALTH AND SAFETY

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the latest amended Construction Regulations (2014) issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Health and Safety will not form part of functional evaluation criteria ***however THE SUCCESSFUL TENDERER WILL BE REQUIRED TO SUBMIT ALL DOCUMENTATION FOR ACCEPTANCE / APPROVAL AND IT BEING ACCEPTED TO DEMONSTRATE COMPLIANCE WITH HEALTH AND SAFETY REQUIREMENTS BEFORE WORKS CAN BEGIN.***

Note: Compliance with Health and Safety requirements will be in accordance with *Health and Safety Specification and Baseline Risk Assessment.*

Note: Compliance with Environmental requirements will be in accordance with *Integrated Environmental Management Plan (IEMP), National Environmental Management Act 107 of 1998 and NEMA: Waste Act no 59 of 2008.*

All relevant legal requirements with regards to ***OHS Act 85 of 1993 as amended and applicable regulations, Integrated Environmental Management Plan (IEMP), National Environmental Management Act 107 of 1998, NEMA: Waste Act no 59 of 2008, and Municipal By-laws*** will be adhered to.

Reliable two-way communication is required across the telescope site to comply with Health and Safety requirements. The telescope site is a controlled radio-quiet zone. All electronics devices are prohibited at the telescope site, with the exclusion of devices and equipment approved and issued with a permit by SARAO (this requirement is applicable to activities conducted in and around the telescope site).

D1.2.5 PERFORMANCE LEVELS

As per the Contract Data.

NOTES:

- The successful Bidder must provide a full-time on-site 2 (two) Supervisors (Engineer's Representatives) who will do quality assurance tasks for the full duration of the contract, who's responsibility will be to check, verify and approve quality based on the agreed standards.

Should the quality results of the Consultants supervisor not meet/deviate from the quality standards as tested by the SARAO QAO, then all remedial work will be for the Bidder's expense.

D1.2.6 Key Personnel

The Consultant shall employ each Key Person named in Tender Returnable B5: 'Key Personnel'

Annexure A

National Park Game Fence FIDIC Red Book Construction Tender Document - Attached providing context to what needs to be managed and monitored in terms of the scope of works for this tender.

Annexure B

Link to Annexure A supporting documents

[Annexure B - Supporting Documents for Annexure A](#)

D2: Agreements and Contract Data

| Number | Heading | Page No. |
|---------------|------------------------------|-----------------|
| D2.1 | Form of Offer and Acceptance | 61 |
| D2.2 | Contract Data | 65 |

D2.1 Form of Offer and Acceptance

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NO: NRF/SARAO PEP6/70/2024-25 - APPOINTMENT OF AN ENGINEER (ENGINEERING COMPANY) TO ACT AS THE FIDIC 'RED BOOK' 'ENGINEER' FOR THE CONSTRUCTION OF THE MEERKAT NATIONAL PARK BOUNDARY GAME FENCE PROJECT IN THE CARNARVON DISTRICT, NORTHERN CAPE

The tenderer 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 authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor 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 VALUE ADDED TAX IS:

RAND (in words);

R(in figures)

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, where upon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract Data.

SIGNED ON BEHALF OF/BY THE TENDERER:

CAPACITY

DATE

Name and Address of Organisation:

| |
|--|
| |
|--|

SIGNED BY WITNESS:

| | | |
|-------------|------------------|-------------|
| | | |
| NAME | SIGNATURE | DATE |

Form of Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor 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:

- (b) FIDIC Conditions of the Client/Consultant Model Services Agreement (General Conditions) White Book 2017
- (c) The Particular Conditions of Contract
 - i Part A References from Clauses in the General Conditions
 - ii Part B: Amendments to and insertion of additional Clauses
- (d) Appendices 1-5
 - I. Appendix 1 (Scope of Services including Annexures thereto (Part D1) and the Consultants undertakings)
 - II. Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be provided by the Client)
 - III. Appendix 3 (Remuneration and Payment Schedule) – Part D3 Pricing Data
 - IV. Appendix 4 (Program)
 - V. Appendix 5 (Dispute Adjudication Agreement)

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 securities, 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, this agreement comes into effect on 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 (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

| | |
|-----------------|------------------|
| | |
| NAME | SIGNATURE |
| | |
| CAPACITY | DATE |

Name and Address of Organisation

SIGNED BY WITNESS:

| | | |
|-------------|------------------|-------------|
| | | |
| NAME | SIGNATURE | DATE |

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such a 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.
- 3. 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.
- 4. 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
.....

By the duly authorised representatives signing this agreement, the employer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer 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.

CONFIRMATION OF RECEIPT

The Tenderer, (now Consultant), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____(month) _____(year)

at _____ (place)

SIGNED ON BEHALF OF/BY THE CONSULTANT (*only on award of Contract*):

| | | |
|-------------|------------------|-----------------|
| | | |
| NAME | SIGNATURE | CAPACITY |

SIGNED BY WITNESS (*only on award of Contract*):

| | |
|-------------|------------------|
| | |
| NAME | SIGNATURE |

D2.2 Contract Data

Part 1: Contract Data Provided by the Client

CONDITIONS OF CONTRACT

GENERAL CONDITIONS

The Conditions of Contract comprise the “General Conditions”, which form part of the “Client/Consultant Model Services Agreement (5th Edition 2017) issued by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the “Particular Conditions”, which include amendments and additions to such General Conditions.

These General Conditions are adopted as the General Conditions of Contract for this Contract and are available from: Fédération Internationale des Ingénieurs-Conseils (FIDIC)

Web address: - <http://www.fidic.org>, or copies of these General Conditions (White Book) may be obtained from the South African Institution of Civil Engineering (SAICE) (tel. 011 805 5947) or Consulting Engineers South Africa (CESA) (tel. 011 463 2022).

The General Conditions make reference to the Appendix to Tender and Particular Conditions (contained in the Contract Data) which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions set out in the Appendix to Tender and Particular Conditions below. Each item of data given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.

PARTICULAR CONDITIONS

These Particular Conditions supplement the General Conditions. Wherever there is a conflict the provisions herein shall prevail over those in the General Conditions.

These Particular Conditions amend the General Conditions as follows:

- i) Part A is the References from Clauses in the General Conditions; /
- ii) Part B amends and inserts additional clauses in the General Condition

D2.2.1 PARTICULAR CONDITIONS PART A

Part A: References from Clauses in the General Conditions:

Sub-Clause

| 1.1 | Definitions | | | | | | | | | | | | | |
|-----------------|---|---|--|----------------------------|--|--|---|---|---|-------------------|---|--------------------|---|---|
| 1.1.4 | Client Representative | Email: ematsetela@sarao.ac.za | | | | | | | | | | | | |
| 1.1.5 | Commencement Date | The Effective Date | | | | | | | | | | | | |
| 1.1.8 | Consultant's Representative | | | | | | | | | | | | | |
| 1.1.9 | Country | South Africa | | | | | | | | | | | | |
| 1.1.22 | Project | Appointment of an Engineer (engineering company) to act as the FIDIC 'Red Book' 'Engineer' for the construction of the MeerKAT National Park Boundary Game Fence Project in the Carnarvon District, Northern Cape | | | | | | | | | | | | |
| 1.1.24 | Time for Completion per Section and the whole of the Services | <table border="1"> <thead> <tr> <th><u>Section</u></th> <th><u>Section Description</u></th> <th><u>Condition to be met for completion of the Section</u></th> <th><u>Duration (Days) from the Commencement Date for the Time for completion of the Section</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Take Over Certified under the FIDIC Red Book Contract</td> <td>All documentation as stated in the Scope of Services for Take Over to be Certified to be issued to the Client and Take Over/Completion Certificate issued</td> <td>552 Calendar days</td> </tr> <tr> <td>2</td> <td>Overall Completion</td> <td>Performance Certificate issued and Final Account Payment Certificate issued</td> <td>365 Calendar days after completion of Section 1</td> </tr> </tbody> </table> | <u>Section</u> | <u>Section Description</u> | <u>Condition to be met for completion of the Section</u> | <u>Duration (Days) from the Commencement Date for the Time for completion of the Section</u> | 1 | Take Over Certified under the FIDIC Red Book Contract | All documentation as stated in the Scope of Services for Take Over to be Certified to be issued to the Client and Take Over/Completion Certificate issued | 552 Calendar days | 2 | Overall Completion | Performance Certificate issued and Final Account Payment Certificate issued | 365 Calendar days after completion of Section 1 |
| <u>Section</u> | <u>Section Description</u> | <u>Condition to be met for completion of the Section</u> | <u>Duration (Days) from the Commencement Date for the Time for completion of the Section</u> | | | | | | | | | | | |
| 1 | Take Over Certified under the FIDIC Red Book Contract | All documentation as stated in the Scope of Services for Take Over to be Certified to be issued to the Client and Take Over/Completion Certificate issued | 552 Calendar days | | | | | | | | | | | |
| 2 | Overall Completion | Performance Certificate issued and Final Account Payment Certificate issued | 365 Calendar days after completion of Section 1 | | | | | | | | | | | |
| 1.1.33 | Performance Bond | 10% of the Contract Value | | | | | | | | | | | | |
| 1.3.1(c) | Communication | Notices to be served under the Contract may be in non-electronic or electronic forms and will take effect from the date of receipt at the addresses stated in this Agreement. Delivery may be in electronic forms by e-mail. | | | | | | | | | | | | |
| 1.3.1(d) | Address of Communication (Client's address) | Liesbeek House, River Park, Gloucester Road, Mowbray, Cape Town, 7700 | | | | | | | | | | | | |
| | Telephone number | +27(0)21 506 7300 | | | | | | | | | | | | |
| | email address | ematsetela@sarao.ac.za | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

| | | |
|--------------|--|--|
| | (Consultant's address) | |
| | Email Address | |
| | | |
| 1.4 | Law and Language | English |
| | | |
| 1.4.1 | Law Governing Agreement | Law of South Africa |
| 1.4.2 | Ruling Language of Agreement | English |
| 1.4.3 | Language for communication | English |
| | | |
| 1.6 | Assignments and Sub -Contracts | "The Consultant shall ensure that the requirements imposed on the Consultant by Sub-Clause 1.8 [Confidential Details] apply equally to each Subconsultant." |
| 1.8 | Confidentiality | "Any disclosure of information that forms part of the contract shall not be disclosed without prior consent of the other Party." |
| 1.8.3 | Period for expiry of confidentiality | 5 Years |
| | | |
| 3.9 | Construction Administration | Is included in the Scope |
| | | |
| 4.4 | Delays | |
| 4.3 | Programme | Accepted programmes shall be Primavera P6, or MS Projects |
| 12 | Delay Penalty | Not applicable, except if the Consultant is the cause of the Contractor not achieving Take Over, in that case the delay Penalty under this contract shall be 0.5% of the Total Contract Value limited to 10% of the Total Contract Value. |
| 5.2. | Agreement of Variation Value and Impact | |
| 5.2.2 | Rates used shall be | D3.3 Personnel Rates for Variations |
| | | |
| 7.4 | Third Party Charges on Consultant | N/A as all Consultant personnel shall be South African Residents |
| | | |
| 8.2 | Duration of Liability | |
| 8.2.1 | Period of Liability | Save to the extent that the Consultant or the Client has an entitlement to indemnity under and in respect of any of the Project Policies the maximum duration of liability in respect of any claims by the Consultant or the Client against each other, shall be 5 years from the date of completion of the Services |
| | | |
| 8.3 | Limit of Liability | |
| 8.3.1 | Limit of Liability | The maximum amount of compensation payable by the Consultant to the Client in respect of liability under this Agreement shall be equal to two times the estimated professional fees (excluding disbursements, VAT and |

| | | |
|-----------|---|--|
| | | other taxes) payable in terms of this agreement. |
| | | |
| 9 | Insurance | |
| 9.1.1 | Insurance to be taken out by consultant | |
| | Professional Indemnity Insurance | <p>The Consultant shall take out Professional Indemnity insurance cover with a limit of the Contract Value in respect of each claim and in the aggregate.</p> <p>The Party responsible for the matter giving rise to a claim, to the extent responsible therefore, shall be responsible and liable for the payment of deductibles under any policy of insurance under which it is an insured party or under any policy of insurance is required to maintain under this contract. In the event that responsibility for the matter giving rise to the claim is indeterminable, the First Named Insured under the policy of insurance is responsible and liable for the payment of deductibles.</p> |
| | Public Liability Insurance | The minimum amount of cover is not less than R5 million. |
| | Personal Accident | The minimum amount of cover for insurance against death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract for any one event is as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act |
| | | |
| 10 | Disputes and Arbitration | |
| 10.1.1 | Senior Representatives: | For the Client: Shawn Basson For the Consultant: |
| 10.2.1 | Adjudicator Nominating Body | Association of Arbitrators (Southern Africa) |
| 10.4.1 | Arbitration Rules | <p>The arbitration shall be in Johannesburg, the Republic of South Africa before a single arbitrator who shall be selected by agreement between the Parties, or, failing such agreement within 21 days, nominated on the application of either Party by the Arbitration Foundation of Southern Africa (AFSA). In all respects the arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitration published by the Arbitration Foundation of Southern Africa that is applicable at the time the arbitrator is appointed. The award of the arbitrator shall be binding on the Parties and not subject</p> |

| | | |
|--------|-------------------------|--|
| | | to appeal by either Party. The law of the arbitration shall be the laws of South Africa |
| 10.4.1 | Language of Arbitration | English |
| | | |

D2.2.2 Part B: Amendments to and insertion of additional Clauses

1 General Provisions

i) Definitions

Clause 1.1.1 is amended to read:

“**Agreement**” means the Conditions of the Client/Consultant Model Services Agreement (General Conditions and Particular Conditions) together with Appendix 1 (Scope of Services including Annexures thereto (Part D1), Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be provided by the Client), Appendix 3 (Remuneration and Payment Schedule) – Part D3 Pricing Data, Appendix 4 (Program) and Appendix 5 (Dispute Adjudication Agreement).”

Clause 1.1.2 is amended to read:

“**Background Intellectual Property**” means in respect of each Party, all intellectual property (including all patents, trademarks, copyright, trade secrets and know how) owned or possessed by it or any of its affiliates at the Commencement Date and used by it in fulfilling its obligations under this Agreement, including any modifications or improvements made thereto.

Deleted and replace 1.1.15” Form of Agreement’ with:

“**Contract Agreement**” means the Form of Offer and Acceptance, including the Schedule of Deviations attached thereto.

Clause 1.1.23 amended to read;

“**Services**” means the services defined in Appendix 1 [Typical Scope of Services] to be performed by the Consultant in accordance with the Agreement which includes any Variations to the Services instructed or arising in accordance with the Agreement.”

Clause 1.1.24 amended to read;

“**Time for Completion**” means the time for completing the Services as stated in the Particular Conditions and shall include for the Sections of the Services that the Consultant shall provide and the applicable Time for Completion thereof as added to the Particular Conditions, or as may be amended in accordance with the Agreement, calculated from the Commencement Date.

A new Clause 1.1.29 is added as follows:

“**Working Day**” means a day that is not a Saturday, Sunday or statutory holiday in the Republic of South Africa.”

A new Clause 1.1.30 is added as follows;

a “**Section**” means a part of the Works specified in the Particular Conditions at Clause 1.1.24 as a Section.”

A new Clause 1.1.31 is added as follows

“Completion of the Services” is when the Consultant has;

- done all the work which the Scope states he is to do by the Time for Completion Date for a Section or the whole of the Services as is applicable and
- Corrected defects that would have prevented the Client from using the services and Others from doing their work.”

A new Clause 1.1.32 is added as follows;

“Others” means people or organisations who are not the Client, the Adjudicator, the Consultant or any employee, Subcontractor or supplier of the Consultant.”

A new Clause 1.1.33 is added as follows;

“Performance Bond” means that the Consultant gives the Client an on-demand Performance Bond, provided by a bank or insurer which the Client has accepted, for the amount stated in the Contract Data and in the form set out in the Scope of Services. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the Effective Date, it is given to the Client within four weeks of the Effective Date.”

ii) **Clause 1.7 Intellectual Property**

Clause 1.7 is amended to read as follows:

“1.7.1 Each Party retains title to all intellectual property (including all patents, trademarks, copyright, trade secrets and know-how) owned or possessed by it or any of its affiliates and used by it in fulfilling its obligations under this Agreement, including any modifications or improvements made thereto (“Background IP”). All new and original intellectual property created by the Consultant during the course of performing the Services (“Project IP”) is warranted to be the property of the Consultant. The Consultant grants the Client an exclusive, non-transferable, perpetual and, unless otherwise agreed, royalty-free license to use:

- a. any of the Consultant’s Background IP used in the performance of the Services but only to the extent required to use any deliverables provided by Consultant for the purpose for which they have been provided (excluding any software source code); and
- b. Project IP for any purpose whatsoever.

1.7.2 The Client shall be entitled to use the documents prepared by the Consultant or copy them for the Project and the purpose for which they are intended and need not obtain the Consultant’s permission to copy for such use, provided that the Client shall only have a right of use of the documents that it has paid the Consultant for the Services.

1.7.3 The Consultant warrants to the Client that the use by the Consultant or the Client of any of the Consultant’s Background IP or the Project IP in accordance with the terms of this Clause 1.7 will not infringe any third party’s intellectual property rights.

1.7.4 The Consultant indemnifies the Client against all costs, expenses and liabilities arising out of or in connection with any claim by a third person that any document, design or materials provided by the Consultant to the Client or to a contractor or any use of such document, design or materials in accordance with the terms of the license granted in this Agreement infringes any third person's intellectual property rights.

1.7.5 The Consultant 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 Client hereby indemnifies the Consultant against any claim which may be made against him by any party arising from the use of such documentation for other purposes."

iii) **Clause 1.8 Confidentiality**

Clauses 1.8.1 and 1.8.2 are deleted and substituted with the following Clauses 1.8.1 and 1.8.2 and a new Clause 1.8.4 is added to Clause 1.8 as follows:

"1.8.1 The Consultant shall not, either alone or jointly with others, publish any material relating to the works, the Services or the Project without the prior written approval of the Client. The Consultant shall:

- 1.8.1.1 not, without the prior written consent of the Client, disclose any Confidential Information, for any reason or purpose whatsoever, to any person, other than those of its directors, employees or agents who are necessarily required to become aware thereof by reason of their involvement in the Project, or to a person who is designated by the Client as being entitled to receive such information;
- 1.8.1.2 do all things necessary to keep the Confidential Information secret and to prevent the unauthorised disclosure of the Confidential Information to unauthorised third parties;
- 1.8.1.3 not use, exploit or in any manner whatsoever use the Confidential Information for any purpose other than that for which it is disclosed and in accordance with the provisions of this Agreement; and
- 1.8.1.4 protect the Confidential Information disclosed to it pursuant to the provisions of this Agreement using the highest standards of care, and in any event not less than the same standard of care that it applies to safeguard its own proprietary, secret or confidential information, and that the Confidential Information will be stored and handled in such a way as to prevent any unauthorised disclosure thereof."

"1.8.2 For the purpose of this Clause 1.8 "Confidential Information" shall include but not be limited to:

- 1.8.2.1 all matters arising out of this Agreement and any other agreement which may be concluded between the Parties pursuant to or as a result of the discussions between the Parties relating to the Project;

- 1.8.2.2 all information whatsoever disclosed by the Client to the Consultant, which is not available to the general public, including without limitation, all technical, commercial and scientific information, know-how, trade secrets, processes, designs, drawings, specifications, analyses, studies, copyright, information regarding products and contracts, and generally all data and information;
- 1.8.2.3 any other information which is communicated by or on behalf of the Client to the Consultant, and which is designated at the time of the disclosure as being, or which by its nature constitutes Confidential Information;
- 1.8.2.4 all drawings, specifications, technical data, studies, analyses, and generally all works, and information prepared and/or created by the Consultant or other consultants or contractors for and on behalf of the Client in respect of the Project;

and shall not include:

- 1.8.2.5 information which was in the possession of the Consultant prior to the Commencement Date;
- 1.8.2.6 information which becomes available to the Consultant from a source other than the Client; or
- 1.8.2.7 information which the Consultant is required by law to disclose; or
- 1.8.2.8 Information which was independently developed without the Confidential Information being disclosed by the Client.”

“1.8.4 Notwithstanding anything to the contrary expressed or implied, the Consultant has the right to use the material or information provided by the Client only to provide the Services and the Consultant shall not be entitled to use any material prepared for this Agreement by the Consultant, except for the Client’s purposes.”

iv) **Clause 1.9 Publication**

Clauses 1.9.1 and 1.9.2 are deleted and substituted with the following Clause 1.9.1

“The Consultant shall treat the details of the works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Client’s Representative”.

v) **Clause 1.17 Undertakings**

A new Clause 1.17 is added as follows:

“1.17 The Consultant furthermore undertakes that no secret or undisclosed profit from a third party shall be derived by the Consultant in the performance of its obligation under this Agreement.”

vi) **Clause 2.2 Decisions**

Clause 2.2.1 is amended to read as follows:

"2.2.1 On all matters properly referred to it in writing by the Consultant the Client shall give its decision in writing within 10 (ten) Working Days so as not to delay the Services provided that the information or decision required is reasonably capable of being provided within the said period of 10 (ten) Working Days and, if not, as soon as reasonably practicable thereafter.

vii) **Clause 2.4 Client's Financial Arrangements**

Clause 2.4 is Deleted in its entirety along with any reference thereto under Clause 6.1.2 c).

viii) **Clause 3.3 Duty of Care and Exercise of Authority**

Clause 3.3.2 is amended to read as follows;

To the extent achievable using the standard of care in Sub-Clause 3.3.1, and without extending the obligation of the Consultant beyond that required under Sub-Clause 3.3.1, the Consultant shall perform the Services with a view to satisfying any function and purpose that may be described in Appendix 1

Clause 3.3 is amended to add new clauses as follows:

"3.3.4 The Consultant must ensure that it operates an acceptable quality management system when providing the Services. The Consultant shall provide to the Client a quality policy statement.

3.3.5 The Consultant must comply with, and must ensure that its personnel comply with, all health and safety laws of the Country, and any security and other regulations and procedures of the Client that have been notified to the Consultant.

3.3.6 The Consultant must ensure that any Services performed by the Consultant for and on behalf of the Client under or in connection with the Project prior to the Commencement Date must be checked for accuracy.

3.3.7 The Consultant must notify the Client in writing by attaching a schedule to its reports of any data, information and opinions provided by the Client or any third party that it intends relying upon, including the specific information that it intends relying upon.

3.3.8 The checking and/or acceptance by the Client of any of the Consultant's Services shall not in any way relieve the Consultant of any of its obligations to provide the Services in accordance with the terms of this Agreement.

3.3.9 The Consultant undertakes to use reasonable endeavours to procure the continuity of key persons, as listed in Tender Returnable Form B5, employed by it in respect of the Project. Notwithstanding the foregoing, in the event the Consultant wishes to replace a Key Person, the Consultant shall submit the name, relevant qualification and experience of the proposed replacement person to the Client for acceptance, which acceptance will not be unreasonably withheld. A reason for not accepting the replacement person is that his relevant qualifications and experience are not as good as those of the Key Person to be replaced.

3.3.10 If the Consultant subcontracts performance of all or any part of the Services including any of the Services performed by sub-consultants, the Consultant is responsible for providing the Services as if it had not subcontracted any portion thereof and this Agreement applies as if a sub-consultant's employees were the Consultant's. The Consultant shall not be required to appoint a nominated sub-consultant against whom the Consultant makes a reasonable objection.

3.3.11 The Consultant shall give an early warning by notifying the Client as soon as it becomes aware of any matter that could delay completion, change the Programme for Services or affect the Services of the Client or a subcontractor.

3.3.12 The Consultant shall rectify any defects in the provision of the Services by redoing any part of the Services which is not in accordance with the Scope of Services and/or add to the reports to be produced in accordance with the Scope of Services to the extent that the reports may be deficient.”

ix) **Clause 3.5 Consultants Personnel**

Clause 3.5.1 is deleted in its entirety and substituted as follows:

“3.5.1 “The key personnel included in the Consultant’s offer/proposal at tender returnable B5 shall be deemed to be accepted by the Client on entering into the Agreement.

3.5.2 If the Consultant is obliged to replace the key person for any reason whatsoever, the Consultant shall give written notice to the Client together with a copy of the proposed replacement key person’s CV. The Consultant shall not employ any replacement key person without the written acceptance by the Client, which acceptance shall not be unreasonably withheld.

x) **Clause 3.7 Changes in Consultants Personnel**

Clause 3.7.1 is amended to read as follows:

“If it is necessary for any reason to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person(s) of suitable qualification and experience in the provision of the Services as soon as reasonably possible upon written acceptance by the Client in accordance with clause 3.5.2.”

xi) **CLAUSE 4 COMMENCEMENT AND COMPLETION**

Clause 4.2.1 is amended to read as follows:

The Consultant shall commence the performance of the Services as soon as is reasonably practicable after the Commencement Date. The Consultant shall complete all Sections of the Service and the whole of the Services as identified in Clause 1.1.24 within the stated Time for Completion per Section and the whole of the Services.

xii) **CLAUSE 5 VARIATIONS TO SERVICE**

Clause 5.2.2 is amended to read as follows:

The value of any Variation shall be determined in accordance with or based upon the rates and/or prices in Appendix 3 [Remuneration and Payment] 'D3.3 Personnel Rates for Variations', and on the proven/forecast impact on the programme, in respect of the proposed resources used. Where the rates and/or prices are not applicable to the Variation then new rates shall be agreed by the Parties.

xiii) **CLAUSE 6 SUSPENSION AND TERMINATION OF THE SERVICE**

Clause 6.4.1 Termination by the Client

New Clause (f) is added as follows:

(f) The Consult not providing a bond or guarantee which the contract requires, or a failure to do so within 28 days after being advised to do so by the Client.

Clause 6.5 Effects of Termination

New Clauses 6.5.5 is added as follows:

6.5.5 Upon request by the Client, the Consultant shall meet with the Client to discuss a de-mobilisation plan and agree on what further Services the Client expects from the Consultant to the date of handing over the Services. Any such agreement must be completed in writing. In such an event, the Consultant shall be entitled to charge for any additional Services at the same rates provided in this Agreement at D3.3.

xiv) **CLAUSE 7 PAYMENT**

Clause 7.2 Time for Payment

Sub-clause 7.2.1 is amended by deleting "twenty-eight (28) days" and replacing it with "thirty (30) days"

Sub-Clause 7.2 is amended by inserting a new Clause 7.2.4 as follows:

"7.2.4 In relation to Services provided, the Client reserves the right to refuse payment for charges arising from:

- a. the use of unauthorised personnel;
- b. unauthorised activities;
- c. activities in contravention of an instruction from the Client;
- d. activities relating to errors or re-work due to the fault of the Consultant or
- e. activities performed in an incompetent manner."

Sub-Clause 7.2 is amended by inserting a new Clause 7.2.5 as follows:

"7.2.5 Cost Price Adjustment (CPA) for (Personnel Rates for Variations at D3.3 only):

The Consultants Personnel Rates for Variations at D3.3 will be adjusted for inflation from the Time for Completion for the whole of the Service in the Particular Conditions (917 days from the Commencement Date) (the base date) and yearly after that. The Personnel Rates for Variations will be adjusted with the Price Adjustment Factor (PAF) yearly by multiplying the Personnel Rates for Variations with the applicable PAF.

The PAF is calculated as $(L-B)/B$. Where (L) is the Last Index Value and (B) is the Base Date Index (which is the latest available index before the base date), with the relevant index values being the index value stated in Table

A 'All items (CPI Headline)' in statistical release P0141. Consumer Price Index as published by STATISTICS SOUTH AFRICA

xv) **CLAUSE 10 DISPUTES AND ARBITRATION**

Clause 10.1 is deleted in its entirety and substituted as follows:

- 10.1.1 A dispute arising under or in connection with the contract is referred to the Senior Representatives, in accordance with the Dispute Reference Table. If the dispute is not resolved by the Senior Representatives, it is referred to and decided by the Adjudicator.
- 10.1.2 The Party referring to a dispute notifies the Senior Representatives, the other Party and the Client's Representative of the nature of the dispute it wishes to resolve. Each Party submits to the other their statement of case within one week of the notification. Each statement of case is limited to no more than ten sides of A4 paper together with supporting evidence unless otherwise agreed by the Parties.
- The Senior Representatives attend as many meetings and use any procedure they consider necessary to try to resolve the dispute over a period of no more than three weeks, except if extended by express agreement between the Parties. At the end of this period the Senior Representatives produce a list of the issues agreed and issues not agreed. The Client's Representative and the Consultant put into effect the issues agreed.

| DISPUTE REFERENCE TABLE | | |
|---|--|--|
| DISPUTE ABOUT | WHICH PARTY MAY REFER IT TO THE SENIOR REPRESENTATIVES? | WHEN MAY IT BE REFERRED TO THE SENIOR REPRESENTATIVES? |
| An action or inaction of the <i>Client's Representative</i> | Either party | Not more than four weeks after the Party becomes aware of the action or inaction |
| A communication which is treated as having been accepted | The <i>Client</i> | Not more than four weeks after it was treated as accepted |
| Any other matter | Either Party | When the dispute arises |

- 10.1.3 No evidence of the statement of case or discussions is disclosed, used or referred to in any subsequent proceedings before the Adjudicator or the tribunal.

Clause 10.2 is deleted in its entirety and substituted as follows:

The Adjudicator

- 10.2.1 The Parties appoint the Adjudicator under the FIDIC Dispute Resolution Service Contract current at the Commencement Date.

- 10.2.2 The Adjudicator acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.
- 10.2.3 If the *Adjudicator* is not identified in the Contract Data or if the *Adjudicator* resigns or is unable to act, the Parties choose a new adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the *Adjudicator nominating body* to choose one. The *Adjudicator nominating body* chooses an adjudicator within seven days of the request. The chosen adjudicator becomes the *Adjudicator*.
- 10.2.4 A replacement Adjudicator has the power to decide a dispute referred to a predecessor but not decided at the time when the predecessor resigned or became unable to act. The Adjudicator deals with an undecided dispute as if it had been referred on the date of appointment as replacement Adjudicator.
- 10.2.5 The Adjudication and the Adjudicator's employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

Clause 10.3 is deleted in its entirety and substituted as follows:

The Adjudication

- 10.3.1 A Party disputing any issue not agreed by the Senior Representatives issues a notice of adjudication to the other Party and the Client's Representative within two weeks of the production of the list of agreed and not agreed issues, or when it should have been produced. The dispute is referred to the Adjudicator within one week of the notice of adjudication.
- 10.3.2 The times for notifying and referring a dispute may be extended by the Client's Representative if the Consultant and the Client's Representative agree to the extension before the notice or referral is due. The Client's Representative informs the Consultant of the extension that has been agreed. If a disputed matter is not notified and referred within the times set out in the contract, neither Party may subsequently refer it to the Adjudicator or the tribunal.
- 10.3.3 The Party referring the dispute to the Adjudicator includes with its referral information to be considered by the Adjudicator. Any more information from a Party to be considered by the Adjudicator is provided within four weeks of the referral. This period may be extended if the Adjudicator and the Parties agree.
- 10.3.4 If a matter disputed by the Consultant under or in connection with a subcontract is also a matter disputed under or in connection with the contract and if the subcontract allows, the Consultant may refer the subcontract dispute to the Adjudicator at the same time as the main contract referral. The Adjudicator then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subcontractor.
- 10.3.5 The Adjudicator may
- review and revise any action or inaction of the Client's Representative related to the dispute and alter a matter which has been treated as accepted or correct
 - take the initiative in ascertaining the facts and the law related to the dispute,

- instruct a Party to provide further information related to the dispute within a stated time and
 - instruct a Party to take any other action which is considered necessary for the Adjudicator to reach a decision and to do so within a stated time.
- 10.3.6 A communication between a Party and the Adjudicator is communicated to the other Party at the same time.
- 10.3.7 If the Adjudicator's decision includes an assessment of additional cost or delay caused to the Consultant, the assessment is made in the same way as a Variation is assessed.
- 10.3.8 The Adjudicator decides the dispute and informs the Parties and the Client's Representative of the decision and reasons within four weeks of the end of the period for receiving information. This four-week period may be extended if the Parties agree.
- 10.3.9 Unless and until the Adjudicator has informed the Parties of the decision, the Parties and the Client's Representative proceed as if the matter disputed was not disputed.
- 10.3.10 The Adjudicator's decision is binding on the Parties unless and until revised by the tribunal and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The Adjudicator's decision is final and binding if neither Party has notified the other within the times required by the contract that it is dissatisfied with a decision of the Adjudicator and intends to refer the matter to the tribunal.
- 10.3.11 A Party does not refer a dispute to the Adjudicator that is the same or substantially the same as one that has already been referred to the Adjudicator.
- 10.3.12 The Adjudicator may, within two weeks of giving the decision to the Parties, correct any clerical mistake or ambiguity.
- 10.3.13 'If the decision of the Adjudicator requires a payment by one Party to the other Party, the Adjudicator may require the payee to provide an appropriate security in respect of such payment.'
- 10.3.14 The Parties shall bear their own costs arising out of the adjudication, and the Adjudicator shall not be empowered to award costs to either Party. Without prejudice to the above, the Adjudicator may decide which Party shall bear the Adjudicator's fees and in what proportion.

Clause 10.4 is deleted in its entirety and substituted as follows:

The tribunal -Arbitration

- 10.4.1 A Party does not refer any dispute under or in connection with the contract to the tribunal unless it has first been referred to the Adjudicator in accordance with the contract.
- 10.4.2 If, after being informed of the Adjudicator's decision, a Party is dissatisfied, that Party may notify the other Party of the matter which is disputed and state that it intends to refer the matter to the tribunal.

The dispute is not referred to the tribunal unless this notification is given within four weeks of being informed of the Adjudicator's decision.

- 10.4.3 If the Adjudicator does not inform the Parties of the decision within the time provided by the contract, a Party may notify the other Party that it intends to refer the dispute to the tribunal. A Party does not refer a dispute to the tribunal unless this notification is given within four weeks of the date by which the Adjudicator should have informed the Parties of the decision.
- 10.4.4 The tribunal settles the dispute referred to it. The tribunal has the powers to reconsider any decision of the Adjudicator and review and revise any action or inaction of the Service Manager related to the dispute. A Party is not limited in the tribunal proceedings to the information, evidence or arguments put to the Adjudicator.
- 10.4.5 If the tribunal is arbitration, the arbitration procedure, the place where the arbitration is to be held and the method of choosing the arbitrator are those stated in the Contract Data.
- 10.4.6 A Party does not call the Adjudicator as a witness in tribunal proceedings.

xvi) **CLAUSE 11 NON-SOLICITATION**

A new Clause is added, namely:

"11. Neither Party will, during the term of this Agreement or for a period of 12 (twelve) months thereafter, either directly or indirectly on its own behalf or jointly with or on behalf of any other person, solicit, engage or employ any employee, independent contractor or other representative of the other Party (or any of its affiliates) that has been involved in the provision of Services, unless such engagement or employment was arranged prior to the date of this Agreement, or has been agreed to by the Parties in writing."

xvii) **CLAUSE 12 DELAY PENALTY**

A new Clause is added, namely:

"12. The Consultant accepts that time is of the essence in the performance of the Scope and, as such, pays delay penalties at the rates and percentages per day stated in the Particular Conditions Part A at Clause 12, limited to a total of 10% of the Contract Value from the Time from Completion of the relevant Sections as stated in the Particular Conditions until Completion (Condition to be met) is reached for the respective Section as is applicable.

The Client shall be entitled to set off any delay penalties from any payments due to the Consultant without further notification to this effect required".

D2.3 Contract Data provided by the Consultant

The name of the Consultant is

The address of the Consultant is

| | |
|------------------|----------------|
| Physical Address | Postal Address |
| | |
| | |
| | |
| Telephone: | |
| Email: | |

SIGNED ON BEHALF OF/BY THE TENDERER:

| | |
|-----------------|------------------|
| | |
| NAME | SIGNATURE |
| | |
| CAPACITY | DATE |

APPENDIX 2
PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF
OTHERS TO BE PROVIDED BY THE CLIENT:

NONE PROVIDE

APPENDIX 3

REMUNERATION AND PAYMENT SCHEDULE

REMUNERATION AND PAYMENT CONDITIONS

3.1 Normal Services

Remuneration payable to the Consultant on a Lump Sum basis as set out in its proposal and per D3.2 Pricing Schedule, is agreed as full compensation for all services as described in Appendix 1 – Scope of Services.

3.2 Time for Payment

Except for the payment with order (if any), amounts payable to the Consultant shall be paid by the Client within 30 days of date of the monthly progress invoices into the following account:

Bank:

Swift Code:

Account Name:

Account No.:

Interest (Agreed Compensation) on late payments will accrue at 0%

3.3 Variations

Variations including all costs incurred by the Consultant in connection with Variations will be charged to the Client in accordance with the rates set out in the detailed price schedule submitted at tender, on a proven basis with detailed signed of time sheets, or agreed lump sums.

3.4 Expenses and Disbursements applicable for any additional work or scope changes

Any expenses and disbursements for additional work instructed by the Client will be approved by the Client before such costs are incurred and will be charged by the Consultant on a proven cost basis.

Part D3 Pricing Data and Pricing Schedule

| Number | Heading | Page No. |
|---------------|--------------------------------|-----------------|
| D3.1 | Pricing Instructions | 85 |
| D3.2 | Pricing Schedule | 86 |
| D3.3 | Personnel Rates for Variations | 89 |

D3.1 Pricing Instructions

1. **Only fixed and firm prices will be accepted.** Non-fixed and firm prices (including prices subject to rates of exchange variations) will not be considered.
2. Prices quoted are **fully inclusive** of all costs including delivery to the specified NRF site; Value Added Tax (VAT) and other taxes (this includes all disbursement and travel costs) and Consumer Price Adjustment (CPA) per annum.
3. A full breakdown of costs, including the detailed pricing schedules, contingencies, professional fees, travel and disbursements must be in the format as set out below and, where applicable, provided in supporting schedules.
4. The completed detailed pricing schedule shall form part of this tender submission and will be completed in **black ink or black type only**.
5. The Conditions of Contract, the Contract Data and the Scope of Work shall be read in conjunction with the Pricing Schedule.
6. Bid price in South African currency, foreign exchange risk is for the account of the Tenderer.
7. It will be assumed that prices included in the Pricing Schedules are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date of bids (refer to www.stanza.org.za or www.iso.org for information on standards).
8. All costs associated with compliance to the Occupational Health and Safety Act, the National Environmental Management Act and the Water Act must be included in the bidding price where applicable.

D3.2 Pricing Schedule

NOTE: SERVICE PROVIDER SHALL PROVIDE A COMPLETED DETAILED PRICING SCHEDULE BREAKDOWN AND IT SHALL FORM PART OF THIS TENDER SUBMISSION AND WILL BE COMPLETED IN BLACK INK ONLY.

| Item | Description | Unit | Qty | Rate | Amounts |
|--|---|---------|-----|-------------|---------|
| 1 | FIDIC ENGINEER AND SUPERVISION SERVICES | | | | |
| 1.1 | As stated in the Scope of Services D1.2.1.1 CONTRACT ADMINISTRATION & QUALITY MANAGEMENT PROCESS for The FIDIC Engineer. (Payments to be claimed monthly as per achieved) | R/Month | 18 | | |
| 1.2 | As stated in the Scope of Services D1.2.1.1 CONTRACT ADMINISTRATION & QUALITY MANAGEMENT PROCESS for The FIDIC Engineer Representative 1 (Full time site based) (Payments to be claimed monthly as per achieved) | R/Month | 18 | | |
| 1.3 | As stated in the Scope of Services D1.2.1.1 CONTRACT ADMINISTRATION & QUALITY MANAGEMENT PROCESS for The FIDIC Engineer Representative 2 (Full time site based) (Payments to be claimed monthly as per achieved) | R/Month | 18 | | |
| Subtotal (1) | | | | | |
| 2 | DEFECTS LIABILITY PERIOD | | | | |
| 2.1 | As stated in the Scope of Services D1.2.1.2 VERIFICATION AND HANDOVER for all key resources. (Payments to be claimed monthly as per achieved) | Item | 1 | | |
| Subtotal (2) | | | | | |
| 3 | Defects Liability Inspection (at month 8/agreed with Client) (Detail breakdown to be provided as part of the submission) | Item | 1 | | |
| Subtotal (3) | | | | | |
| 4 | Provisional Sum for additional engineering services as instructed by SARAQ Representative | Sum | 1 | R250 000.00 | |
| Subtotal (4) | | | | | |
| 5 | DISBURSEMENT | | | | |
| 5.1 | <u>Disbursement</u> (All-inclusive travel cost, travel time, transportation on site, accommodation, communication printing, copying) – Costs are for the entire duration of the project. Detail list to be provided as part of the submission and to be paid on actuals, proof provided. | Item | 1 | | |
| Subtotal (5) | | | | | |
| SUB-TOTAL 1, 2, 3, 4 & 5 (Excluding VAT) | | | | | |
| Value Added Tax (15 %) | | | | | |
| CARRIED TO FORM D2.1 FORM OF OFFER AND ACCEPTANCE - TOTAL (Including VAT) | | | | | |

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDER:

OFFERED TOTAL: R.....
(Amount brought forward from
The Form of Offer) *

* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall apply.

SIGNED BY/ON BEHALF OF BIDDER

SIGNED BY/ON BEHALF OF BIDDER

NAME

SIGNATURE

DATE

COMPANY STAMP

D3.3 Personnel Rates for Variations

The bidder must submit a proposal of a detailed table of rates for variations for key personnel to be used as and when such personnel is engaged in the course of the contract.

APPENDIX 4 PROGRAMME

The Consultant shall align their programme with the contractor's programme which is based on below timelines.

- 1) Commencement Date: The Effective Date
- 2) Completion date for the Services and Sections thereof:

| <u>Section</u> | <u>Section Description</u> | <u>Condition to be met for completion of the Section</u> | <u>Duration (Days) from the Commencement Date for the Time for completion of the Section</u> |
|----------------|----------------------------------|---|--|
| 1 | Take Over (Completion Certified) | Take Over/Completion Certificate issued | 552 Calendar days |
| 2 | Overall Completion | Performance Certificate issued and Final Account Payment Certificate issued | 365 Calendar days after completion of Section 1 |

Note: The provisions of Additional Clause 12 shall apply if these dates and the requirements to meet the same are not achieved.

- 1) Key dates for receipt or delivery of information between the Parties. As per the accepted programme dates.
- 2) Interface obligations with others: As per the accepted programme, with dates to be stated by the Consultant prior to contracting, and further defined during workshop sessions.
- 3) Requirements of the Client on the order or sequence of activities: As per the Sectional Completion Schedule at CD Clause 1.1.24.
- 4) Client review and approval periods for the Services. 10 Working Days, per deliverable and cycle
- 5) Specific programme software to be used to produce the Programme: MS Project/Excel/P6
- 6) Specific Detail to be shown on the Consultant Programme.
 - a. The Consultant shows on each programme which he submits for acceptance.
 - b. The starting date, access dates, Key Dates and Completion Date,
 - c. Planned Completion,
 - d. The order and timing of the operations which the Consultant intends to do in order to provide the services,
 - e. The order and timing of the work of the Client and Others as last agreed with them by the Consultant or, if not so agreed, as stated in the Scope,
 - f. The dates when the Consultant plans to meet each Condition stated for the Completion Milestone Dates and to complete other work needed to allow the Client and Others to do their work,
 - g. Provisions for
 - i. Float,
 - ii. Time risk allowances,
 - iii. Health and safety requirements and
 - iv. The procedures set out in this contract,
 - h. The dates when, in order to Provide the Services in accordance with his programme, the Consultant will need:
 - i. access to a person, place or thing if later than its access date,
 - ii. information and things to be provided by the Client and
 - iii. information and approval from Others,
 - i. For each operation, a statement of how the Consultant plans to do the work identifying the resources which he plans to use.
- 7) Information to be supplied by the Consultant to the Client on a monthly basis to report on progress against the Programme: Progress against stated milestones and Sections per Clause 1.1.24 (Details to be confirmed during the kick-off meeting).

APPENDIX 5

DISPUTE ADJUDICATION AGREEMENT

DISPUTE ADJUDICATION AGREEMENT

[for a one-person DAB]

Name and details of Contract
 Name and address of Client
 Name and address of Consultant
 Name and address of Member

Whereas the Client and the Consultant have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB" to adjudicate a dispute which has arisen in relation to _____*

The Client, Consultant and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "Rules for Adjudication", which is as Clause 10 of the General Conditions of the "Client/Consultant Model Services Agreement Fifth Edition published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. *[Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any.]*
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of _____ per day.
4. In consideration of these fees and other payments to be made by the Client and the Consultant in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with this Dispute Adjudication Agreement.
5. The Client and the Consultant jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This Dispute Adjudication Agreement shall be governed by the laws of South Africa

| | | |
|---|---|----------------------------------|
| SIGNED by: _____ | SIGNED by: _____ | SIGNED by: _____ |
| for and on behalf of the Client in the presence of | for and on behalf of the Consultant in the presence of | the Member in the presence of |
| Witness: _____ | Witness: _____ | Witness: _____ |
| Name: _____ | Name: _____ | Name: _____ |
| Address: _____ | Address: _____ | Address: _____ |
| Date: _____ | Date: _____ | Date: _____ |

*[*A brief description or name of dispute to be added.]*

FURTHER NON-CONTRACTUAL ANNEXURES:

| | |
|------------|---|
| Annexure C | Bid Document Submission Structure Infographic |
|------------|---|