



**TENDER DOCUMENT**  
**FOR**

**Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.**

**SCMU10-2021/22-0017**

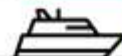
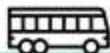
**Name of Tenderer**

-----  
**CSD number**

-----  
**Closing Date: 20 September 2021**

**Time: 11:00 am**

**Department of Transport  
32 Cowan Close  
Stellenbosch Park  
Schornville  
King William's Town  
5600**



Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

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## T1.1 Tender Notice and Invitation to Tender

### A. TENDER INVITATION

**TENDER NO.: SCMU10-2021/22-0017**

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Tenderers are hereby invited to tender as Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

Tender documents will be available for downloads on [www.ectransport.gov.za](http://www.ectransport.gov.za) and or [www.etenderportal.gov.za](http://www.etenderportal.gov.za)

Completed tender documents in a sealed envelope endorsed with the relevant tender number, tender description and the closing, must be deposited in the tender box, ground floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William's Town no later than **11h00 am on the 20 September 2021** and tenders will be opened in public however due to COVID19 pandemic no persons will allowed to enter Department of Transport Building.

### B. TENDER EVALUATION

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**This tender will be evaluated in two (2) phases as follows:**

Phase One: Compliance, responsiveness and eligibility to the tender rules and conditions, thereafter  
Phase Two: Tenderers passing eligibility will thereafter be evaluated on PPPFA

The tender offer validity period is **90 calendar days**.

#### **COMPULSARY/MANDATORY TENDER REQUIREMENTS:**

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

- Only Tenderers who have implemented a similar project for designing the upgrading of a gravel road to a surfaced standard. The similar project (**one project**) is a minimum road project completed in the past 10 years with construction minimum value of **R 60 million**.
- The prospective bidder must submit a completion certificate showing a minimum construction value and it shall be signed by the Client with client stamp appearing.
- The Personnel such as Civil Design Engineer, Structural Engineer and Resident Engineer/ Engineer's Representative, should be registered with the Engineering Council of South Africa (ECSA) as Pr. Eng. /Pr. Tech. The prospective bidder must submit proof of registration with the mentioned professional bodies. Certified copies of the professional registration certificates must be attached/submitted as part of bidder's tender document.
- The bidder must submit the NQF levels NQF 5 for the Engineers representative and NQF7 for Civil Design Engineer, NQF certificates should have been issued by a SAQA accredited company.
- The prospective bidder must be compliant and eligible
- The bidder must submit Award letter and positive reference letter as proof of all completed projects
- Complete and signed all SBD documents i.e. SBD1, SBD 4, 6.1, 8 and 9 must be submitted with the tender documents.

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**C. TENDER SPECIFICATIONS, CONDITIONS AND RULES**

The minimum specifications and other tender conditions and rules are detailed in the tender document under Tender Data

**D. TENDER SUBMISSIONS:**

Tender must be submitted in sealed envelopes clearly marked “Professional Service Providers (PSPs) for the Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

Must be deposited in the tender box, Ground floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William’s Town.

**E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:**

**SCM RELATED ENQUIRIES**

Mr. M. Cwili  
Tel No: 067 414 2504  
Email Address: [mandiphiwe.cwili@ectransport.gov.za](mailto:mandiphiwe.cwili@ectransport.gov.za)

Mr. P. Nqikashe  
Tell: 067 419 8001  
[philasande.nqikashe@ectransport.gov.za](mailto:philasande.nqikashe@ectransport.gov.za)

**TECHNICAL ENQUIRIES**

Mr. S. Dlanjwa  
Tell: 040 602 4504  
Email Address: [sonwabile.dlanjwa@ectransport.gov.za](mailto:sonwabile.dlanjwa@ectransport.gov.za)

Mr. U. Dyubula  
Tell: 063 698 0715  
[unathi.dyubula@ectransport.gov.za](mailto:unathi.dyubula@ectransport.gov.za)

**Fraud, Complaints & Tender Abuse Hotline: 0800 701 701**

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**T1.2 Tender Data**

Clause number	
F.1.1	The employer is the Department of Transport - Eastern Cape Province
F.1.2	The Tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Tender schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site Information C4 Site Information
F.1.3.3	Add the following definition to Clause F.1.3.3:  “(g) <b>Conditions of Tender</b> means the Standard Conditions of Tender as amended in the Tender Data.”
F.1.4	The employer's agent is: <b>Name: Mr. S. Dlanjwa</b> <b>Address: P/BAG X 0022</b> <b>Bhisho</b> <b>5605</b> <b>Tel: 040 602 4504</b> <b>E-mail: <a href="mailto:sonwabile.dlanjwa@ectransport.gov.za">sonwabile.dlanjwa@ectransport.gov.za</a></b>
F.1.6	Add the following:  “Tenderers may tender for one or more of these contracts. Where it is found that a specific tenderer is eligible for award of more than one contract, the employer reserves the right not to award more than one contract to such a tendering entity”.

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<p>F.2.1</p>	<p>Add the following:</p> <p>“The tenderer shall provide Company experience as listed below to perform specific duties”.</p> <ul style="list-style-type: none"> <li>• Only Tenderers who have implemented a similar project for designing the upgrading of a gravel road to a surfaced standard will be eligible.</li> <li>• The similar project (<b>one project</b>) is a minimum road project completed in the past 10 years with construction minimum value of <b>R 60 million</b>. Completion certificates or reference letters from the client must be attached showing the minimum construction value.</li> </ul> <p>“The tenderer shall provide Key Personnel as listed below as well as in the Contract Data to perform specific duties.</p> <p>Only tenderers who have suitably experienced and qualified <b>Key personnel who</b> will be available for the execution and completion of this contract are eligible to submit tenders. The Key Persons shall consist of a Design Engineer, Structural Engineer and an Engineer’s Representative for each of the contracts.</p> <p><b>The Civil Design Engineer / Civil Design Technologist shall:</b></p> <ul style="list-style-type: none"> <li>• be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), <u>and</u> be suitably and verifiably experienced with a minimum of 5 years’ experience in Road Design.</li> <li>• have completed the NQF level 7-unit standard for Labour Based Construction works,</li> <li>• be available to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted.</li> </ul> <p><b>The Structural Engineer/ Structural Design Technologist Shall:</b></p> <ul style="list-style-type: none"> <li>• be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), <u>and</u> be suitably and verifiably experienced with a minimum of 5 years’ experience in Bridge Design.</li> <li>• be available to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted.</li> </ul> <p><b>The Engineer’s Representatives shall:</b></p> <ul style="list-style-type: none"> <li>• be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), <u>and</u> be suitably and verifiably experienced with a minimum of 5 years’ experience in Road Design in road construction for supervision of gravel roads to surface standard.</li> <li>• have completed the NQF level 5-unit standard for Labour Based Construction works,</li> </ul> <p><b>NB: ALL NQF level 5-unit standard for Labour Based Construction should be issued by SAQA accredited company.</b> Tenderers shall provide proof of the Key Persons’ experience in a <u>detailed and project specific</u> Curricula Vitae.”</p>
<p>F.2.2</p>	<p>Add the following to this Clause:</p> <p>“Accept that the employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the employer or the employer’s agent.”</p>
<p>F.2.3</p>	<p>Delete the wording “... and notify the employer of any discrepancy ...” and replace with:</p> <p>“.....and notify the employer’s agent of any discrepancy.....”</p>

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F.2.7	The arrangements for a compulsory clarification: There will be no compulsory briefing session
F.2.11	Add the following to this Clause:  "In order to correct any errors, or to make alterations, or in the event of a mistake having been made in the Pricing Data, it shall be neatly crossed out in non-erasable ink and all signatories to the tender offer shall initial such alterations."
F.2.12	<b>No</b> alternative offer will be considered.
F.2.13.1 & F.2.13.3	The original and completed tender document (refer Clause F.1.2) shall be returned with all the required information supplied, duly completed in non-erasable ink and in all aspects.  The Tender Document is not to be disassembled. Any additional Returns, CV's etc. are to be submitted in a separate ring-bound document.  The original tender offer shall be submitted without any copies.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: <b>Ground Floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William's Town</b>
F.2.13.6	A two-envelope procedure will <b>not</b> be followed.
F.2.13.9	Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted
F.2.15.1 & F.2.15.2	The closing date and time for submission of tender offers is <b>11:00 am on the 20 September 2021</b>
F.2.16.1 & F.2.16.2	The tender offer validity period is <b>90 calendar days</b> .
F.2.18	Project duration: <b>Until the close out</b>
F.2.23	The tenderer is required to submit with his tender /quotation all the documents, schedules and certificates as listed under Part 2 of the Tender Portion.
F.3.1.1	Amend the wording "five working days" to read "seven working days."  Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 16h30 and shall exclude Saturdays, Sundays and all gazetted public holidays.
F.3.2	Amend the wording "three days" to read "three working days."
F.3.4	The time and location for to submit tender documents are: Location: <b>Ground Floor, Department of Transport, Room C-1, Stellenbosch Park, 32 Cowan Close, Schornville, King William's Town</b> Time: The tender box is generally open 24 hours 7 days a week
F.3.11.1	Tenders will be evaluated in terms of the specified in the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy.  The method for the evaluation of responsive tenders shall be Method 2: Financial Offer and Preference as described under Clause F.3.11.3.
F.3.11.7	The financial offer shall be scored using Formula 2, Option 1 within Table F.1 with the value of $W_1 = 80$ .

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F.3.13	<p>Replace the entire contents of Clauses F.3.13.1 (e) and F.3.13.1(f) with the following:</p> <ul style="list-style-type: none"> <li>e) complies with all legal and statutory requirements;</li> <li>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest;</li> <li>g) none of its directors or shareholders is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>h) has not: <ul style="list-style-type: none"> <li>(i) abused the employer's Supply Chain Management System, or</li> <li>(ii) failed to perform on any previous contract and been served a written notice to this effect;</li> </ul> </li> <li>i) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</li> <li>j) has, in terms of the Construction Regulations (2003) and the Occupational Health and Safety Act (1993), the necessary competencies and resources to carry out the work safely;</li> <li>k) Has correctly completed and signed the Form of Offer.</li> <li>l) Has provided Authority of Signatory duly signed by Director /owner of the company.</li> </ul> <p>Add the following:</p> <p>"Acceptance of the tender offer will also be subject to the provisions of Clause F.1.6."</p>
F.3.17	The number of copies of the signed contract to be provided by the employer is one.
F.3.18	If the price/offer of the responsive bidder/s is believed to be 15% above the estimate the department, through its SCM Committees may negotiate the offer submitted by the bidder/s with the intention to come to a reasonable and acceptable offer. Bidder/s are not allowed to increase the tender offers during this process.
F.3.19	<p>This Tender is also subject to the following conditions:</p> <ul style="list-style-type: none"> <li>✓ The Department of Transport Supply Chain Management Policy will apply,</li> <li>✓ The Department of Transport does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender;</li> <li>✓ Tenders which are late, incomplete, unsigned or submitted by facsimile or electronically, will be eliminated.</li> <li>✓ A valid Copy of Professional Registration certificate from <b>ECSA (Engineering Council of South Africa)</b> of the key personnel listed in <b>Part A</b> must be submitted with the tender document, failing which the tender will be eliminated.</li> <li>✓ The bidder must submit award letter and positive reference letter as proof of all completed project(s)</li> <li>✓ Prospective tenderers must register on <b>CSD</b> prior submitting tenders/tenders.</li> <li>✓ Compulsory Enterprise Questionnaire must be completely filled and signed</li> <li>✓ <b>Form of Offer &amp; Acceptance</b> must be completely filled &amp; signed, failing which the tender will be eliminated.</li> <li>✓ Declaration of Interest must be completely filled and signed, failing which the tender will be eliminated.</li> <li>✓ CVs for each individual of proposed Project team with Qualifications must be attached</li> <li>✓ Certified ID Copies of directors of the company must be submitted with the tender documents.</li> <li>✓ Complete and signed <b>SBD1, SBD 4, 6.1, 8 and 9</b> must be submitted with the tender documents.</li> <li>✓ Resolution to Sign must be completed in full or a separate page (resolution to signatory with a company letter head signed by all directors, witnessed and dated must be attached)</li> </ul>



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	<ul style="list-style-type: none"><li>✓ A valid, original or certified copy of <b>BBBEE</b> certificate issued by <b>SANAS</b> or SANAS accredited agencies or a sworn affidavit, as per the amended BBBEE codes must be submitted in order to qualify for preference points. Failure to do so, zero points will be allocated for BBBEE status level.</li><li>✓ The list of <b>SANAS</b> accredited agencies is available on the Department of Trade and Industry or SANAS websites.</li><li>✓ The amount reflected on the form of offer and acceptance over any other total amount indicated elsewhere in tenderers tender submission. If the form of offer and acceptance has no value or figure, the tenderer will be regarded as having made no offer.</li><li>✓ Negotiation: If the price/offer of the highest tenderer(s) is believed not to be reasonable, the department through its SCM committees may negotiate the offer submitted with the highest tenderer(s) with the intention to come to a reasonable and acceptable offer. Tenderers are not allowed to increase their offers during the process where there is no consensus with any of the preferred tenderers the client reserves the right to cancel the tender process.</li><li>✓ Tender closing: It is the responsibility of the tenderers to ensure that the tender proposals are submitted before on or closing time and the correct location as the Department will not take responsibility for any wrong delivery. Tenderers who use courier services are responsible to ensure delivery is at the correct place / location and the time as the department will not be held responsible for wrong delivery.</li></ul>
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## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for tender evaluation purposes

A Compulsory enterprise questionnaire

B Record of addenda issued (Only is agenda are issued)

C Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

### 2 Other documents required for quotation evaluation purposes

D Form of Offer and Acceptance

E Original valid tax clearance certificate

### 3 Returnable Schedules that will be incorporated into the contract

G Details of core team and CV Completed for each individual of proposed

H Record of projects of similar nature and magnitude and record of consultancy services provided(Completion certificate to be attached and fully complete form of offer)

J Proposed training and skills transfer plan

K Preference schedule

L SBD 4, 8 and 9

Certified copy of B-BBEE contribution certificate

**Form A  
Compulsory Enterprise Questionnaire**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

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: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.**

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise  
name* \_\_\_\_\_

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**Form B**

**Record of Addenda to tender / Quotation documents**

We confirm that the following communications received from the Employer before the submission of this tender/ quotation offer, amending the tender/ quotation documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

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**Form C**  
**Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . . . . , authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with tender / quotation offer and any contract resulting from it on our behalf.**(This must be in the company letterhead)**

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation

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**D**  
**Part A: Key Personnel**

The following schedule must be completed for all persons who will be part of the project team. The 3 senior persons will form part of the quality evaluation as described in the Tender Data. The tenderer will not be allowed to amend the team members presented in the schedule.

Designation on this Project	Name	Qualification	Years' Experience	Professional Registration Number ECSA Reg.
Design Engineer				
Structural Engineer				
Resident Engineer/ Engineer's Representative				

**Part B: CV's**

A CV must be submitted for each team member listed in the above table. It should not be more than 2 pages and should be structured under the following headings:

- 1 Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Membership of Professional bodies
- 4 Name of current employer and position in enterprise.
- 5 Proposed role in the project and past experience on similar projects.
- 6 Overview of post graduate / diploma experience (year, organization and position).
- 7 Outline of recent assignments / experience that has a bearing on the scope of work.

**NB. All CVs must be signed by the individual presented.**

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**Form E**

**Tenderers Experience**

The experience of the tenderer, as opposed to the key staff members / experts, in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

<b>Employer, contact person and telephone number, where available</b>	<b>Description of work (service)</b>	<b>Value of work (i.e. the service provided) inclusive of VAT (Rand)</b>	<b>Date completed</b>

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Form F

SBD1

PART A  
INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT					
TENDER NUMBER:	SCMU10-2021/22-0017	CLOSING DATE:	20 September 2021	CLOSING TIME:	11:00 am
DESCRIPTION	"Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road_ Upper Nxaxa to Lower Nxaxa Access Road".				
<b>THE SUCCESSFUL TENDERDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)</b>					

**TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT**

GROUND FLOOR, DEPARTMENT OF TRANSPORT  
STELLENBOSCH PARK, 32 COWAN CLOSE, SCHORNVILLE, KING WILLIAM'S TOWN

SUPPLIER INFORMATION					
NAME OF TENDERDER					
POSTAL ADDRESS					
TELEPHONE NUMBER					
CELLPHONE NUMBER	CODE		NUMBER		
FACSIMILE NUMBER					
E-MAIL ADDRESS	CODE		NUMBER		
VAT REGISTRATION NUMBER					
	TCS PIN:		<b>O R</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
[ A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>[IF YES ENCLOSE PROOF]</b>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>[IF YES ANSWER PART B:3 BELOW]</b>	
			DATE		



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<b>SIGNATURE OF TENDERER</b>	..... ...		
<b>CAPACITY UNDER WHICH THIS TENDER IS SIGNED</b> (Attach proof of authority to sign this is tender; e.g. resolution of directors, etc.)			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL TENDER PRICE (ALL INCLUSIVE)</b>	
<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>CONTACT PERSON (SCM)</b>	Mr. M. Cwili	<b>CONTACT PERSON</b>	<b>Mr. S. Dlanjwa</b>
<b>TELEPHONE No.</b>	067 414 2504	<b>TELEPHONE No.</b>	040 602 4504
<b>FACSIMILE NUMBER</b>		<b>FACSIMILE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	<a href="mailto:Mandipiwe.cwili@ectransport.gov.za">Mandipiwe.cwili@ectransport.gov.za</a>	<b>E- MAIL ADDRESS</b>	<a href="mailto:Sonwabile.dlanjwa@ectransport.gov.za">Sonwabile.dlanjwa@ectransport.gov.za</a>

**PART B  
TERMS AND CONDITIONN FOR TENDERDING**

**1. TENDER SUBMISSION**

- 1.1. TENDERS MUST BE DELIVERED BY THE STIIPULATED TIME TO THE CORRECT ADDRESS. LATE TENDERS WILL NOT BE ACCEPTED FOR CONSIDERATION
- 1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT BE RE-TYPED), OR ONLINE
- 1.3. TENDERDERS MUST REGISTER O THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY:(BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBER; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERDING ISTITION
- 1.4. WHERE A TENDERDER IS NOT REGISTERED ON CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBER; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE TENDER DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-B-BBEE MUST BE SUBMITTED TO TENDERDING INSTITUTION.
- 1.5. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF COTRACT.

**2.TAX COMPLIANCE REQUOREMENTS**

- 2.1. TENDERDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATION
- 2.2. TENDERDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYE'S PROFILE TAX STATUS.
- 2.3. APPLICATION FOR TAXCOMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILLING ,IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THOUGH THE WEBSITE WW.SARS.GOV.ZA
- 2.4. TENDERDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE TENDER
- 2.5. IN TENDERS WHERE CONSORTIA/JOINT VENTURES/SUB-CONTRACTORS ARE INVOLVED, EACH PARTYMUST SUBMIT A SEPARATE PROOF OF TCS / PIN /CSD NUMBER.
- 2.6. WHERE ON TCS IS AVAILABLE BUT THE TENDERDER IS REGISTERED ON THE CENTRAL SUPPIER DATABASE (CSD),A CSD NUMBER MUST BE PROVIDED

**3 QUESTIONNAIRE TO TENDERDING FOREIGN SUPPLIES**

- 3.1. IS THE TENDERDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  Yes  
 No
  - 3.2. DOES THE TENDERDER HAVE A BRANCH IN THE RSA?  Yes  
 No
  - 3.3. DOES THE TENDERDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  Yes  
 No
  - 3.4 DOES THE TENDERDER HAVE ANY SOURCE OF INCOME IN THE RSA?  Yes  
 No
- IF THE ANSWER IS NO TO ALL OF THE ABOVE,THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THETHE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOBE**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

Name of state institution at which you or the person connected to the tenderer is employed:

.....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

2.7.2.1 If yes, did you attach proof of such authority to the tender document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the tender, **YES/NO**

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aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

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

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

.....

Signature

Date

.....  
 Position

.....  
 Name of tenderer

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

or

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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



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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as

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indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

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**DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE  
AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

### CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

**<sup>1</sup> Includes price tenders, advertised competitive tenders, limited tenders and proposals.**

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

**G**

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Institution)

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

I certify, on behalf of \_\_\_\_\_ that:

(Name of Tenderer)

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

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6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

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**RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form. **This must be in the company letterhead.**

An example is given below:

“By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Mss \_\_\_\_\_, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_



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**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – BEP (BUILT ENVIRONMENT PROFESSIONAL)**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> <li>i. Before 27 April 1994; or</li> <li>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that</li> </ol>

3. I hereby declare under Oath that:
  - The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
  - The Enterprise is \_\_\_\_\_% **Black Designated Group Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice

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issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was equal to/or less than R6,000,000.00 (six Million Rands or less),

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

**NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)**

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are:
    - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
    - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
  - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on: [www.thedti.gov.za/economic\\_empowerment/bee\\_sector\\_charters.jsp](http://www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp)
  - An electronic copy can also be requested through DOT offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

**H**

**Form of offer and acceptance.**

**Note:** 1 *This form of offer and acceptance is identical to that contained in Annex G of SANS 294:2004, Construction Procurement Processes, Procedures and Methods.*  
2 *SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.*

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: "Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road".

.....  
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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) (or other suitable wording)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer

\_\_\_\_\_  
(Name and address of organization)

Name and  
signature of      witness      Date

\_\_\_\_\_

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**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:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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 fulfill 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 contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature(s): \_\_\_\_\_

Name(s): \_\_\_\_\_

Capacity: \_\_\_\_\_

**FOR THE  
Employer**

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.*

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Name: \_\_\_\_\_  
and  
signature of  
witness: \_\_\_\_\_

**Schedule of Deviations**

**Notes:**

- 1. The extent of deviations from the tender documents issued by the employer before 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 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 authorized 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.

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**1.2 Contract Data for CIDB Standard Professional Services Contract**

The Standard Professional Services Contract (second edition, September, 2005) published by the Construction Industry Development Board, are applicable to this contract.	
Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website <a href="http://www.cidb.org.za">www.cidb.org.za</a>	
<b>Part 1: Contract Data completed by the Employer</b>	
<b>Clause</b>	
	The Employer is the Department of Transport - Eastern Cape Province
	The Authorized and designated representative of the Employer is:  <b>Name: Mr S. DLANJWA</b> Address: P/BAG X 0022 BISHO 5605 Tel: <b>040 602 4504</b> E-mail: <a href="mailto:sonwabile.dlanjwa@ectransport.gov.za">sonwabile.dlanjwa@ectransport.gov.za</a>
<b>1</b>	The Project is the provision of Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road_ Upper Nxaxa to Lower Nxaxa Access Road.
<b>2</b>	The period of performance will be determined from the approved project scope and plans.
<b>3.1</b>	The location of the performance of the contract is in <b>BHISHO</b>
<b>3.2</b>	The Service Provider may not release public or media statements or publish material related to the services or project under circumstances.
<b>4.</b>	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule
<b>5</b>	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule
<b>6</b>	The Service Provider is to commence the performance of the Services within 5 Days of date that the Contract becomes effective
<b>7</b>	The period of suspension under clause 8.5 is not to exceed 3 months
<b>8</b>	Copyright of documents prepared for this project shall be vested with the Employer
<b>9</b>	Interim settlement of disputes is to be by mediation
<b>10</b>	The alternative dispute settlement will be by Litigation
<b>11</b>	In the event that the two parties fail to agree on a mediator, the mediator is nominated by the CIDB
<b>12</b>	In the event that the two parties fail to agree on an arbitrator, the arbitrator is nominated by the CIDB
<b>13</b>	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of .....
<b>14</b>	The provisions of 13.6 do not apply to the Contract
<b>15</b>	The interest will be prime interest rate of the Employer's bank at the time that the amount is due.

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<b>Part 2: Contract Data provided by the Service Provider.....</b>	
<b>1</b>	The Professional Service Provider is:..... Address:..... ..... ..... Telephone:..... Facsimile:.....
<b>5.3</b>	The Authorized and designated representative of the Service Provider is: Name: ..... The Address for recipient of communication is: Address..... ..... ..... Telephone:..... Facsimile:.....

**C1.3. GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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15. Warranty
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21. Delays in the provider's performance
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23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the tendering documents for the receipt of tenders.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the tendering price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation

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costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the tender will be manufactured.

- 1.17 **“Local content”** means that portion of the tendering price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in tendering documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

### **2. Application**

- 2.1 These general conditions are applicable to all tenders, contracts and orders including tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the tendering documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the tendering documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to tender are usually published in locally distributed news media and in the institution's website.

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the tender documents and specifications.

### **5. Use of contract documents and information; inspection**

- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on

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behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success tenderer shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

### **8. Inspections, tests and analyses**

- 8.1 All pre-tender testing will be for the account of the tenderer.
- 8.2 If it is a tender condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.

**11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

**12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

**13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

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- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

**14. Spare parts**

14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader
- 16.5 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his tender, with the exception of any price adjustments authorized or in the purchaser's request for tender validity extension, as the case may be.

**18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

**19. Contract amendments**

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**20. Assignment**

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**21. Subcontracts**

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the provider from any liability or obligation under the contract.

**22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.4 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

**23. Penalties**

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, a sum of R500.00 as a penalty, which is calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**24. Termination for Default**

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the provider fails to perform any other obligation(s) under the contract; or
  - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25. Anti-Dumping And Counter-Vailing Duties And Rights**

- 25.1 When, after the date of tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**27. Termination for Insolvency**

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

**28. Settlement Of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

**29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**30. Governing Language**

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**31. Applicable Law**



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31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**32. Notices**

32.1 Every written acceptance of a tender shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**33. TAXES AND DUTIES**

33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred tenderer are in order.

**34. Transfer of Contracts**

34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

**35. Amendment of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

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**PART C2: PRICING DATA**

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**C2.1 PRICING INSTRUCTIONS**

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

**Unit:** The unit of measurement for each item of work as defined in the standard specifications or the Scope of Works.

**Quantity:** The number of units of work for each item as provided by the Employer or as tendered by the Service Provider.

**Rate:** The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.

**Amount:** The product of the quantity and the rate tendered for an item.

**Lump Sum:** An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

**Provisional Sum:** An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

**Prime Cost:** A specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a mark-up for which a rate is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

C2.1.2 The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The quantities tendered by the Service Provider will be certified for payment as final quantities. The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

C2.1.3 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the standard specifications and Project Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

C2.1.4 The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of clause C2.1.10 of this preamble.

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

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The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the Contract Data, General Conditions of Contract and Particular / Special Conditions of Contract for more detailed information regarding the extent of work entailed under each item.

C2.1.6 Prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin P0141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.

C2.1.8 Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.

For each Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

- The actual amounts paid (or due to be paid) by the Service Provider, and
- A sum for compilation and printing of procurement documentation, tender/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost Sums only, the tendered rate excludes profit.

The Service Provider shall produce all tenders, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment (mark-up) against the Sum for handling fee, profits, etc. shall not be negative.

C2.1.9. Subject to the conditions stated clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totaled pricing schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place

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prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- C2.1.10 A tender may be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- C2.1.11 Where travel or printing costs are allocated provisional sums, payment will be made in accordance with the rates stipulated in the latest Reimbursable Rates issued by the National Department of Transport: (<http://www.ectransport.gov.za/consultantsguidelines.html>). The service provider will be paid in kilometer distance from the closest Eastern Cape office to the site or to the DOT offices. The tenderer must specify the location of his offices. **No costs will be reimbursed for travel outside the Eastern Cape.**
- C2.1.12 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rands and whole cents
- C2.1.13 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

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### **C.2.2. Pricing Schedule**

#### **PROJECT:**

The tender from the service provider shall be deemed to be full compensation for the work as specified. The offer includes the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the required Professional services.

Further, the offer includes all transport, advertising, accommodation, safety, **ECSA** Act related costs, security, quality control, overheads, profit, risks, escalation and incidental costs incurred for the successful completion of the work.

The rates and prices submitted on the attached schedule are all-inclusive, and the Tenderer will be required to submit a separate and detailed break-down schedule for each of the components as part of their Tender submission.

**DO NOT ALTER ANY FIGURES GIVEN IN THIS SCHEDULE. IF YOU WISH TO OFFER ALTERNATIVES, THESE MUST BE GIVEN IN A SEPARATE SUBMISSION**

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**PROFESSIONAL ENGINEERING SERVICES PRICING SCHEDULE**

<b>1: DETAILED ASSESSMENT PHASE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>1.1</b>	<b>Survey Services:</b>				
	(a) Site Survey	Prov Sum	1	R500 000.00	R500 000.00
	(b) Handling cost i.r.o sub-item 1.1 (a)	%	500 000		
<b>1.2</b>	<b>Environmental Services:</b>				
	(a) Environmental services during design stage (including report)	Prov Sum	1	R500 000.00	R500 000.00
	(b) Handling cost i.r.o sub-item 1.2 (a)	%	500 000		
	(c) Environmental services during construction stage	Prov Sum	1	R 960 000.00	R 960 000.00
	(d) Handling cost i.r.o sub-item 1.2 (c)	%	R 960 000.00		
<b>1.3</b>	<b>Geotechnical Services:</b>				
	(a) Geotechnical services / investigations during design stage (including the report)	Prov Sum	1	R1 500 000.00	R1 500 000.00
	(b) Handling cost i.r.o sub-item 1.3 (a)	%	R1 500 000.00		
<b>1.4</b>	<b>Traffic Engineering Studies / Investigations:</b>				
	(a) Traffic engineering studies / investigation during design stage (including the report)	Prov Sum	1	R 300 000.00	R 300 000.00
	(b) Handling cost i.r.o sub-item 1.4 (a)	%	R 300 000.00		
<b>1.5</b>	<b>Occupational Health and Safety Services</b>				
	(a) Occupational Health and Safety Services during design & construction stage	Prov Sum	1	R450 000.00	R450 000.00
	(b) Handling cost i.r.o sub-item 1.5 (a)	%	R450 000.00		
<b>Sub Total (A) Carried Forward to Summary</b>					

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<b>2: ENGINEERING PROFESSIONAL SERVICES</b>					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.1	<b>Detailed Design:</b>				
	(a) Percentage of Basic Engineering Fees including Reinforced Concrete Engineering as for professional Services in terms of the Engineering Professional (Act, 200, Act No. 46 of 2000) for: 4 December 2015 Inception, Concept & Viability, Design development, Documentation & Procurement, Contract Administration & Inspection and Close Out.	% Discount	<b>R 4 812 500</b>		
<b>Sub Total (B) Carried Forward to Summary</b>					

<b>3: ADMINISTRATION &amp; MONITORING OF THE WORKS CONTRACT</b>					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.1	<b>Monitoring of the Works Contract:</b>				
	(a) Resident Engineer (RE)	Prov Sum	1	R3 888 000.00`	R3 888 000.00`
	(b) Mark-up i.r.o sub-item 3.1 (a) Max 65%	%	R3 888 000.00`		
	(c) Assistant Resident Engineer (ARE) ( Roads works)	Prov Sum	1	R1 728 000.00	R1 728 000.00
	(d) Mark-up i.r.o sub-item 3.1 (c) Max 65%	%	R1 728 000.00		
	(e) Assistant Resident Engineer (ARE) ( Reinforcement and Concrete works)	Prov Sum	1	R1 296 000.00	R1 296 000.00
	(f) Mark-up i.r.o sub-item 3.1 (e) Max 65%	%	R1 296 000.00		
	(g) Surveyor	Prov Sum	1	R960 000.00	R960 000.00
	(h) Mark-up i.r.o sub-item 3.1 (g) Max 65%	%	R960 000.00		
	(i) Student Technician	Prov sum	1	R204 000.00	R204 000.00
	(j) Mark-up i.r.o sub-item 3.1 (h) Max 65%	%	R204 000		
3.2	<b>Transport for Site Personnel &amp; Additional Duties:</b>				
	(a) Travelling to perform duties	Prov sum	1	R240 000.00	R240 000.00
	(b) Handling cost i.r.o sub-item 3.2 (a)	%	R240 000.00		
3.3	<b>Accommodation of Site Staff (if required):</b>				
	(a) Accommodation of site staff & living out expenses	Prov Sum	1	R480 000.00	R480 000.00



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(b) Handling cost i.r.o sub-item 3.3 (a)	%	R480 000.00	
<b>Sub Total ( C ) Carried Forward to Summary</b>			

4: ADDITIONAL DUTIES					
Item No.	Description	Unit	Quantity	Rate	Amount
4.1	<b>Additional Duties by Service Provider:</b>				
	(a) Personnel - Category A	hour	100		
	(b) Personnel - Category B	hour	150		
	(c) Personnel - Category C	hour	220		
	(d) Personnel - Category D	hour	300		
<b>Sub Total (D) Carried Forward to Summary</b>					

SUMMARY OF PRICING SCHEDULE		
ITEM	DESCRIPTION	AMOUNT
1	Detailed Assessment Phase (A)	
2	Engineering Professional Services (B)	
3	Monitoring of the Works Contract (C )	
4	Additional Duties (D)	

<b>SUB TOTAL (A+B+C+D = E)</b>	
<b>ADD CONTINGENCY AMOUNT (A ) 10% (F) (PROVISIONAL)</b>	
<b>SUBTOTAL (E+F = G)</b>	
<b>ADD 15% VALUE ADDED TAX ON SUBTOTAL G ABOVE (H)</b>	
<b>TOTAL TENDER AMOUNT (G+H) CARRIED TO FORM OF OFFER &amp; ACCEPTANCE</b>	

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**SCHEDULE:**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed .....Date.....

Name .....Position .....

Tenderer.....  
.....

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**PART C3: SCOPE OF WORK**

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### **C3.1 EMPLOYER'S OBJECTIVES**

The Department of Transport (DOT) in the Eastern Cape is responsible for the management of provincial roads in the Eastern Cape. As part of its Management Strategy, the DOT wishes to procure the services of a suitable Professional Consulting Engineering firms to undertake the Professional Engineering Services for Design and Construction Supervision on upgrading of Milani Link Road, Upper Nxaxa to Lower Nxaxa Access Road.

### **C3.2 SITE LOCATION**

The project entails the construction of Milani Link road, Upper Nxaxa to Lower Nxaxa. The project falls under Joe Gqabi District Municipality and is within the jurisdiction of the Lundini Local Municipality.

The location of this project can be identified by the following projects:

Start: **30°23'97" S , 29°03'15.67" E**

End: **30°52'08" S , 29°00'37" E**

### **C3.3 PROJECT DESCRIPTION**

The Eastern Cape Department of Transport is tasked with the upgrading of District roads. The project entails the upgrading of this road from gravel to surfaced standard. This portion of a road is 5km of the gravel road that is to be upgraded as per the prioritisation model of the Eastern Cape Department of Transport. The upgrade implies the construction of an engineered road from the present gravel carriageway to a single carriageway.

A locality plan for the above project has been included on Page 78

#### **C3.3.1 Project Specification**

The project scope of work includes but not limited to:

- Construction of pavement layers.
- Surfacing of road carriageway
- Replacement of masonry headwalls with concrete headwalls
- Installation of pre-fabricated concrete culverts at access roads that require pipe crossing.
- Installation of sub-surface drainage as required
- Accommodation of traffic: One-way road closures and use of shoulders as deviations.
- Improvement, repair or replacement of road signs including temporary and permanent road markings.
- Storm water drainage control: Excavation of culvert outlet earth channels and earth side drains to drain water away from the pavement layers.
- Replacement of pipe culverts wherever required.
- Construction of concrete side drains
- Widening of the Bridges where required

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### **C3.4 SCOPE OF THE WORKS**

The Scope of Works shall be in accordance with relevant sections of the “*Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Professions Act*”, as published by the Engineering Council of South Africa, and contained in Government Gazette No 39480 of 4 December 2015 (herein further referred to as the *ECSA Guidelines*).

#### **C3.4.1 General Requirements**

##### **C3.4.1.1 Description of the project**

The Department of Transport Eastern cape has identified a need for construction of a 5km gravel road.

##### **C3.4.1.2 Project Cost Estimate**

For the purposes of this tender the road works cost is estimated to the value as shown on the pricing schedule, excluding CPI, Contingencies and VAT.

The final Cost of the works to be used for the Fee Claim will be based on the "Construction Tendered Amount" less Contingencies, Price Adjustment and VAT.

##### **C3.4.1.3 Permits and authorisations**

All Environmental Impact Assessments and Approvals have to be completed by the Service Provider.

##### **C3.4.1.4 Key Personnel**

The key personnel required for this project are:

- Civil Design Engineer
- Structural Engineer
- Site Supervisory staff

The tenderer must list proposed candidates for the prescribed positions in the core team in Returnable Schedule B. When a proposed candidate for any position is not in permanent employment of the tenderer, but a contracted person, a signed letter of consent from the candidate must be submitted with the relevant forms. Candidates must declare that they are not involved in more than one RFP offer for this project. The threshold of the Technical Proposal indicates the importance of the quality and standard of engineering and administration expected of the Service Provider. Any changes to the key personnel, as proposed in this tender, after award will thus only be permitted in exceptional circumstances. In such circumstances the competence and experience of any replacement personnel shall also meet the threshold of the Technical Proposal.

##### **C3.4.1.5 Procedure for procurement of sub-service providers**

Provisional sums have been provided in the pricing schedule for work required to be undertaken by external sub- service providers. Procurement of such services, or any' other services that may be required (e.g. compilation of an EMP, survey service etc.) shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standard procurement policies to all potential sub-service providers who shall submit

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their Bidders/tenders, in a sealed envelope, directly to the Consultants' office by the date and time agreed. The Consultant shall analyse all Bidders/tenders received and submit recommendations to the Employer for approval prior to the appointment of any sub-service provider. The handling fee tendered for any such Provisional Sums shall include all costs associated with compiling the procurement documentation and selecting the sub-service provider.

### **C3.4.2 Detailed Assessment Phase**

#### **C3.4.2.1 Scope**

This section covers the part of the design process which requires detailed visual assessment surveys and/or intrusive investigations.

#### **C3.4.2.2 Standards**

The applicable standards are as follows:

- TMH 7 Parts 1, 2 and 3 (NA, NB36 and NC30 Loading)
- SANRAL's Code of Procedures for the Planning and Design of Highway and Road Structures in South Africa (February 2002)
- SANRAL's current Standard Details for Bridges
- Southern African Development Community Road Traffic Signs Manual (SADCRTSM) and South African Road Traffic Signs Manual (SARTSM).
- Department of Transport Standard Details
- Highway Capacity Manual
- G2 Design Manual
- NEMAC

#### **C3.4.2.3 Survey Services**

The Service Provider shall identify all survey requirements during the detailed assessment and design phase.

All surveys are to be carried by Surveyors approved by the Department, out to TMH 11 standards as amended by the Employer. The percentage handling fee tendered in the Pricing Schedule shall include for all costs associated in:

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

#### **C3.4.2.4 Environmental services**

The Service Provider shall identify all environmental issues relating to the envisaged scope of the works during the detailed assessment and design phase. Provision for the costs of compiling any Environmental Management Plans or Scoping Reports etc. by a specialist sub-service provider has been made in the Pricing Schedule or under a Provisional Sum item 1.2 in the Pricing Schedule.

The percentage handling fee tendered in the Pricing Schedule for work carried out under a Provisional Sum shall include for all costs associated in:

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- Compiling a schedule of all envisaged environmental requirements
- Production of a document for procurement purposes (including printing etc)
- Evaluation of Bidders/tenders received and recommendations to the Employer
- Handling fees
- Profit

#### **C3.4.2.5 Geotechnical and drilling contracts**

The cost of geotechnical and drilling contracts shall not be added to the total cost of the Contract but shall be treated separately. The actual cost of this work shall be paid for separately by the Employer.

The provisional sum provides for contract administration of any such drilling/geotechnical work shall include for all costs associated with the planning, documentation, printing and letting thereof in accordance with the Employer's pro forma document and policies and shall also include for head office administration. The documentation shall be based on the CSRA Standard Specifications for Subsurface Investigations (2007) as amended by the Employer. Supervision of such work shall only be undertaken by suitably qualified and experienced personnel.

Logging of cores may only be undertaken by a registered engineering geologist.

#### **C3.4.3 Detailed Assessment and Design Report**

##### **C3.4.3.1 Scope**

This section covers the requirements for the compilation and submission of a Detailed Assessment and Design Report to enable the Employer to select the most appropriate solution as well as the relevant detailed design of the option/s selected by the Employer.

##### **C3.4.3.2 Standards and presentation**

- a) Any normal duty or additional service undertaken for, or on behalf of, the Employer shall be in accordance with the current specifications of the Employer for such work.
- b) Similarly, the geometric design, structural design, pavement design, rehabilitation investigation and design as well as all investigations shall be in accordance with the Employer's current standards, specifications, criteria, manuals, codes, guidelines and/or industry best practice.
- c) If the nature of the project is such that some or all of the Employer's current requirements referred to in (b) above are not appropriate the Service Provider shall propose to the Employer products fit for the intended purposes and shall perform the Services in accordance with such proposals as are accepted by the Employer.
- d) Where the project includes Works that are under the control of another authority or controlling body (e.g. Transnet) the design of these Works must take due account of the requirements, standards and procedures of the controlling authority.
- e) The Detailed Design Report shall conform to the following requirements:
  - Reports must be A4-DIN size (210x297mm).
  - The cover shall be white.
  - Reports must be bound on the left side.
- f) All detailed design drawings shall be completed and presented in accordance with the Employer's standard requirements.

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- g) All hydraulic calculations shall be done in accordance but not necessarily limited to the SANRAL Drainage Manual.
- h) The design must include the identification of health and safety risks inherent to the project as well as appropriate mitigation measures.

#### **C3.4.3.3 Detailed design**

Provision has been made in the pricing schedule for a Traffic Study.

#### **C3.4.3.4 Occupational Health and Safety obligations**

Notwithstanding that this scope of works prescribes various procedures in terms of health and safety requirements the Service Provider cannot rely on these as the sole source of his obligations in terms of The Occupational Health and Safety Act (Act 85 of 1993) and the latest accompanying Construction Regulations. Nothing herein shall absolve the Service Provider from conforming to all the requirements of the said Act and Regulations and in the event of conflict between the provisions of this scope of works and the statutory provisions, the latter shall prevail.

### **C3.4.4 Administration And Monitoring Of The Works Contract**

#### **C3.4.4.1 Scope**

This section covers the duties and obligations of the Service Provider in the provision of the Engineer and site supervisory staff for the administration, construction monitoring and measurement of the Works carried out by the Contractor appointed by the Employer.

#### **C3.4.4.2 Standards**

The Service Provider shall administer and monitor the Works Contract in accordance with the following requirements and guidelines:

- Government legislation.
- The Contract Documents as issued for the Works Contract.
- The Employer's manuals of procedures and guidelines.
- Current industry good practice.

#### **C3.4.4.3 Fulfilling the functions of the Contract Engineer**

##### **(a) Appointment of the Engineer**

The appointed Engineer for the project shall be that person listed in the tender who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the general conditions of contract. The Engineer shall be a registered professional engineer with the Engineering Council -of South Africa or other international body recognised by the Employer, with at least 10 years relevant experience. Any alternative person to that offered in the tender shall possess similar competencies and experience and shall only be approved by the Employer if such alternative offer is as a result of genuine unforeseen circumstances.

The duties of the Engineer shall be in accordance with the Employer's standard requirements and shall, inter alia, include:



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- Conduct meetings with' affected communities and relevant forums at design stage, if necessary, to establish communication channels and to determine issues impacting on the tender and construction phase.
- Appointment of suitable, able and competent site staff, together with the administration of such staff (including those of any independent service provider/s as approved).
- Arranging and attending monthly technical and site meetings and keeping minutes of such meetings.
- Making arrangements on behalf of the Employer for the provision and reproduction of such drawings and documents as may be required by the contractor and site staff for the execution of the works. .
- Fulfilling all functions and obligations stated or implied for the Engineer, and delegated to the Engineer's Representative, in the Employer's Particular Conditions of Contract, Standard Specifications or Scope of Works or any other document applicable to the control and administration of a works contract.
- Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.
- Advising the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- Arranging for the carrying out of performance or acceptance tests and surveys as required by the Employer.
- Ensure regular inspections by the Structural Design Specialists for all structural work on the project.
- Approve all materials and/or surfacing designs as may be required.
- Monitor and report on training, development and empowerment programmes committed to by the Contractor in relation to his tendered Contract Participation Goals.
- Monitor and report on conformance to all relevant Occupational Health and Safety legislation including regular internal audits to be conducted by the Service Provider's nominated specialist, arrangement for visits by the designer at identified critical phases of construction and recording/reporting of Section 24 incidents.
- Monitor and report on conformance to all relevant Environmental and/or Minerals and Energy legislation.
- Checking and controlling of quantities measured and agreed by the Contractor and the site supervisory staff and settling any disputes that may arise in this regard.
- Issuing certificates for payment to the Contractor in accordance with the conditions of contract.
- Advising the Employer on disputes or differences that may arise between the Employer and the Contractor, except for litigation and mediation.
- Issuing variation orders, as agreed with and approved by the Employer.
- Provide the Employer with progress and other reports on all aspects of material importance regarding the Works.
- Identification of risks to the Employer under the Works Contract, as well as communicating mitigations measures to the Employer.
- Provide the Employer within 3 months of issuing the Taking-over Certificate of the works with such as-built plans and all other documents normally associated with contract administration. The final reports/records shall be provided within 1 month of the issue of the Performance Certificate for the Works contract.
- Certain construction monitoring duties may be delegated to a Resident Engineer who shall be a registered professional engineer or registered professional technologist with ECSA or any other international body recognized 'by the Employer, with at least 5 years relevant experience.

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**(b) Head office administration**

The Service Provider shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract. The Service Provider shall furthermore be responsible for the safe keeping of all original Roadworks and Structural Drawings for a period of at least 5 (five) years after the defects notification period. No additional payment will be made for this.

**(c) Occupational Health and Safety obligations**

The Service Provider shall execute the duties of the Client's Agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act (Act NO.85 of 1993). Where applicable, such duties shall include, but not be limited to, the preparation of a baseline risk assessment for the construction works, as well as obtaining a construction work permit for the works, as contemplated in the Construction Regulations.

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have "in house" capacity to undertake such duties, an external recognized specialist shall be appointed. Provision for payment for all OH&S obligations during the construction phase has been included in the Pricing Schedule.

**(d) Monthly Technical and Site Meetings**

The appointed Engineer for the project shall visit the site at least 2 (two) times per month on separate occasions. One visit shall be scheduled for the Technical Meeting with a thorough site inspection with the Contractor and the Engineer's representative. A second visit shall be scheduled for the monthly Site Meeting with a thorough site inspection with the Contractor and Employer's representative.

**C3.4.4.4 Establishment of supervisory personnel on site.**

**(a) Supervisory team**

The Service Provider shall be required to provide a team on site to monitor, administer and measure the Works in accordance with the requirements of the Works Contract, Employer's standard requirements and industry good practice.

Provision has been made in the Pricing Schedule for the envisaged staffing requirement. The establishment of such staff shall, however, shall be subject to the approval of the Employer. For the envisaged scope of the Works, the supervisory team will consist of the following:

- Resident engineer
- Assistant resident engineers
- Materials Technician
- Student Technician (it's a must)
- Surveyor-part time

Provision has been made in the Pricing Schedule for survey services.

The competence and experience of the tenderer's proposed key personnel shall form part of the Employer's tender evaluation process. The minimum requirements for qualification and

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experience of the resident engineer are specified in Returnable Schedule C. On acceptance of their tender by the Employer, the Service Provider, shall not be permitted to offer alternative key personnel unless such alternative offer is as a result of a genuine unforeseen circumstance. In such event, the Employer shall only accept alternative personnel possessing at least similar provable capacities and experience to those persons proposed in the tender.

The Employer shall be entitled to instruct the Service Provider to remove forthwith from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.

### C3.4.4.5 Monitoring of the Works Contract

The Service Provider shall ensure that all the work required under the Works Contract is carried out in accordance with the specifications and current best practice and shall include effective financial control. Construction monitoring shall be carried out in a pro-active manner and in accordance with the Employer's standard requirements and current best practice.

The Service Provider shall be responsible for the normal duties associated with the management and supervision of a Works contract, which duties shall, *inter alia*, include:

- Monitoring and reporting of the Contractor's programme.
- Implement Engineer's quality control plan.
- Monitor Contractor's quality control plan.
- Site audits, inspection, quality control testing, approval, rejection of work.
- Measurement and certification of completed work inclusive of cash flow forecasts.
- Regular Site Meetings with Contractor and Employer.
- Monitoring of the Contractor's third party claims.
- Monitoring and reporting of Contractor's CPG commitments.
- Supervision of traffic accommodation arrangements.
- Statutory control functions.
- Attend public liaison committee meetings.
- Monitoring and reporting of the project's EMP requirements.
- Implement the Engineers requirements in terms of compliance with the OH&S Act.
- Monitor the Contractor's compliance with the OH&S Act.
- Compile all reports and as-built data in accordance with the Employer's standard requirements.

### C3.4.5 Additional Duties

#### C3.4.5.1 Scope

This section covers additional work, duties etc. that the Service Provider may be required to undertake over and above the normal duties and obligations as specified in the project.

#### C3.4.5.2 Standards

- The Service Provider shall undertake all additional duties as ordered by the Employer in accordance with:
- The Contract Documents as issued for the Works Contract
- The Employer's pro-forma project document
- The Employer's standard requirements
- Current industry good practice

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### C3.4.5.3 Additional Duties

The Employer may order additional duties that fall outside the scope of the project as tendered. Such additional duties may involve, but not be limited to:

- Alterations to the scope of Works
- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects Notification Period
- Diverse other services etc.

Allowance is made in the Pricing Schedule for payment on a time basis for any such additional services that may be required. The level of expertise necessary for any such additional work shall be concomitant with the issues to be addressed. The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

- **Category A** shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
- **Category B** shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project. (E.g. the Engineer for the project).
- **Category C** shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such person performs work of an engineering nature at this level. (E.g. the resident engineer for the project).
- **Category D** shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

Any additional identified service shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

### C3.5 WORK PROGRAMME

The Employer anticipates that an award will be made to the successful tenderer within 90 days from the closing date

Once an appointment is made, the successful tenderer will be required to, within 14 days of the commencement date, develop a project plan and programme for the works up to and including stage 6 with close out being the last activity. Further, also to set up the official communication, liaison and reporting structures, all for the approval of the DOT. The programme is to incorporate the following timeframes and deadlines which are to be met:

In addition to the above milestones, the successful service provider will be required to:

- Distribute minutes of meetings within seven days of each meeting being held;
- Ensure that payment certificates are timeously submitted to the DOT, in accordance with the GCC time requirements;

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- Submit monthly progress report within the times specified by the Employer; and
- Submit the contract close-out report and as-built drawings within 30 days of the completion of the Works Contract.

### **C3.6 INFORMATION TO BE MADE AVAILABLE TO THE SUCCESSFUL TENDERER**

The following information will be made available to the successful tenderer in hard copy format except for the Book of Standard Drawings that would be issued in electronic format and cut to a CD. Refer to **Annexure: B** for the documents.

- **Standard Documentation**
  - The DOT has developed its own standard road maintenance specifications: Book of Standard Drawings as issued by the Department of Roads and Public Works of the Eastern Cape (dated 08/08/2001)
- **Road Safety Audits**
  - Road Safety Audits may have been conducted on sections of the roads and this data can be obtained from the Eastern Cape Department of Transport.

- **Existing Services**

No existing services information is available, however there is water pipe line that might cross the road from left to right and vice versa.

### **C3.7 MEASUREMENT AND PAYMENT**

The principles for the measurement and payment of professional fees to the Consultant are explained in the Preamble to the Pricing Schedule, Section C.2.1 of the project document. Clarification of costs deemed to be included in each of the payment items contained in the Pricing Schedule is provided below.

#### **C3.7.1 General**

- **Travel**

This Contract will be awarded on the basis that the appointment is made to the Tenderer's office within the Eastern Cape, closest to the site, failing which Bisho would be taken as the base office for the service provider. No additional payment will be made for travel from other offices.

Travel to site for inputs associated with normal and additional services will be recovered at tendered rates. The tendered rate will be subject to adjustment on a 6-monthly basis in terms of the gazetted rates for travelling costs as published by the Department of Public Works. The tendered rate will be adjusted in the same proportion as the adjustment for the vehicle size closest to the tendered rate at the date of tender closure, which will be considered to be the base month for this project.

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- **Expenses**

Miscellaneous expenses as described in Clause 4.5 of ECSA Board Notice 1 of 2009 shall be recovered at the actual cost plus the tender mark up.

- **Reporting and Meetings**

All costs associated with monthly reports, progress meetings and updating the Employers database are deemed to be included in the Tender rates for Normal Services.

### C3.7.2 Payment Items

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>
1.1	<b>Survey Services</b>	
	(a) Site Survey	<b>Prov Sum</b>
	(b) Handling cost i.r.o sub-item 1.1 (a)	<b>%</b>

The Provisional Sum allowed is for survey services of the interchange by an **experienced** Surveyor if identified during the detail assessment of the project and the pay item shall be paid in accordance with Clause C2.1.8.

The % tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation issuing of at least 5 (five) Bidders/tenders and evaluation for the procurement of the sub-service, as well as handling fees and profit.

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>
1.2	<b>Environmental Services</b>	
	(a) Environmental services during design stage	<b>Prov Sum</b>
	(b) Handling cost i.r.o. sub-item 1.2(a)	<b>%</b>
	(c) Environmental services construction	<b>Prov Sum</b>
	(d) Handling cost i.r.o. sub-item 1.2(c)	<b>%</b>

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

The % tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation, issuing at least 5 (five) Bidders/tenders and evaluation for the procurement of the sub-service and report, as well as handling fees and profit.

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<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>1.3</b>	<b>Geotechnical Services</b>	
	(a) Geotechnical services/ investigations during design stage	<b>Prov Sum</b>
	(b) Handling cost i.r.o sub-item 1.3 (a)	<b>%</b>

The Provisional Sum allowed is for an investigation into the founding conditions of the interchange structure by an **experienced** Geotechnical Engineer if identified during the detail assessment of the project and the pay item shall be paid in accordance with Clause C2.1.8.

The % tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation issuing of at least 5 (five) Bidders/tenders and evaluation for the procurement of the sub-service, including the report, as well as handling fees and profit.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>1.4</b>	<b>Traffic engineering studies / investigations</b>	
	(a) Traffic engineering studies / investigations during design stage	<b>Prov Sum</b>
	(b) Handling cost i.r.o sub-item 1.4 (a)	<b>%</b>

The Provisional Sum allowed is for an investigation into the traffic conditions of the existing road taking into consideration of traffic generation and attraction in order to ascertain a suitable traffic estimation to inform the pavement design by an **experienced** Traffic Engineer and the pay item shall be paid in accordance with Clause C2.1.8.

The % tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation issuing of at least 5 (five) Bidders/tenders and evaluation for the procurement of the sub-service, including the report, as well as handling fees and profit.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>1.5</b>	<b>Occupational Health and Safety Services</b>	
	(a) Occupational Health and Safety Services during design & construction stage	<b>Prov Sum</b>
	(b) Handling cost i.r.o sub-item 1.5 (a)	<b>%</b>

The Provisional Sum allowed is for an investigation of potential hazards in the design elements and conducting construction monthly safety audits by an experienced Occupational Health and Safety Specialist if identified during the detail assessment of the project and the pay item shall be paid in accordance with Clause C2.1.8.

The % tendered for handling costs shall include for all costs associated with the planning, scheduling, compilation of quotation/tender documentation issuing of at least 5 (five) Bidders/tenders and evaluation for the procurement of the sub-service, including the report, as well as handling fees and profit.

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<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>2.1</b>	<b>Detailed design</b>	
	(a) Percentage of Basic Engineering Fees including Reinforced Concrete Engineering Fees as for Professional Services in terms of the Engineering Profession Act,2000, (Act No. 46 of 2000) for: Inception, Concept & Viability, Design development, Documentation & Procurement, Contract Administration and Close Out	%

The amount entered into the quantity column of item 2.1(a) is the Basic Fee of R 4 812 500,00 (calculated fee in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 and published in the Government Gazette No. 39480, 4 December 2015) for civil and structural work based on a construction estimate of R 62 500 000 excl. CPI and Contingencies and VAT.

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The rate offered shall cover the tenderer's complete costs to develop the scope of works of the:

- o 5% Inception,
- o 25% Concept & Viability,
- o 25 % Design development,
- o 15% Documentation & Procurement,
- o 25% Contract Administration and Inspection
- o 5 % Close Out

The **interim** Cost of the works to be used for the Fee Claim will be based on the "Construction Tendered Amount" less Contingencies, Price Adjusted and VAT. The final Cost of the works to be used for the **Final** Fee Claim will be based on the **Final** Construction Amount **on completion of the Contract**, less VAT.

Payment shall include for all activities as described in Section 3.4 of the Scope of Works. Payment for this item will be made upon completion of the activities required in terms of Section 3.4 of the Scope of Works and the deliverables listed under item 3.2.2 of the ECSA guide line scope of services and tariff of fees.

Interim payments will only be considered by the Employer should it be warranted by progress.

The consultant will be expected to provide all the necessary infrastructure, equipment and resources to undertake the project and the cost thereof will be deemed to be included in the tendered rates.



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<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.1</b>	<b>Monitoring of the Works contract:</b>	
	(a) Resident Engineer	<b>Prov Sum</b>
	(b) Mark-up i.r.o. sub-item 3.1 (a) percentage (%)	<b>%</b>
	(c) Asst. resident Engineer	<b>Prov Sum</b>
	(d) Mark-up i.r.o. sub-item 3.1 (c) percentage (%)	<b>%</b>
	(e) Surveyor	<b>Prov Sum</b>
	(f) Mark-up i.r.o. sub-item 3.1 (e) percentage (%)	<b>%</b>
	(g) Materials Technician	<b>Prov Sum</b>
	(h) Mark-up i.r.o. sub-item 3.1 (g) percentage (%)	<b>%</b>

The unit of measurement shall be a percentage of the awarded contract value, excluding VAT.

Payment shall include for all activities as described in Section 3.4 of the Scope of Works and the deliverables listed under item 3.2.5 of the ECSA guide line scope of services and tariff of fees. Payment will be made pro-rata in relation to the percentage completion of the contract by the contractor, with the percentage completion being calculated based on the monthly payment certificates in relation to the contract award amount.

The provisional sum under pay items 3.1(a), (c) and (e) shall only be applicable for the period actually established on site and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Taking-Over Certificate for the Works contract. The provisional sum under pay items 36.04(a), (c) and (e) shall cover the total cost of employment of the relevant personnel for the duration of the project. The provisional sum items shall be paid for in accordance with Clause C2.1.8.

The percentage tendered for items 3.1(b), (d) and (f) shall include full compensation for all other expenses related to the employment of the relevant personnel. These expenses shall include but not be limited to any additional allowances (whether for site, week-end travel or otherwise), levies, bonuses, handling cost and profit. The ratio of the mark-up to the relevant rate shall be maintained in the event that the rate, based on Total Cost of Employment, is adjusted in case of staff replacement.

Replacement of staff as a result of any extended period of leave or sick leave outside the normal contractor's year end break shall be to the approval of the Employer.

Accommodation for full time personnel will be provided in the Schedule or through the Works Contract.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.2</b>	<b>Transport for site personnel and additional duties</b>	
	(a) Travelling to perform duties	<b>Prov Sum</b>
	(b) Handling cost i.r.o. sub-item 3.2(a)	<b>%</b>

The provisional sum is to cover the cost of travelling to perform the duties as specified in clause C3.4.5 and any additional duties as may be ordered by the Employer. The provisional sum shall cover all costs associated in providing transport. The rate for transport is as per DPRW's published mileage rates. Completed log sheets for each vehicle shall be certified by the Engineer and included in the monthly payment certificate.

Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

The % tendered for handling cost under pay item 3.2(b) shall include for all costs associated with providing transport for site personnel, as well as handling fees and profit.

This Contract will be awarded on the basis that the appointment is made to the tenderer's office closest to the site within the Eastern Cape Province, failing which East London would be used as the base town. No additional payment will be made for travel from other offices.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.3</b>	<b>Accommodation of Site Staff (if required):</b>	
	(a) Accommodation of Site Staff and living out expenses	<b>Prov Sum</b>
	(b) Handling cost i.r.o. sub-item 3.3(a)	<b>%</b>

The provisional sum is to cover the cost of Accommodation if required.

The % tendered for handling cost under pay item 3.3(b) shall include for all costs associated with accommodation of Site Staff, as well as handling fees and profit.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>1.1</b>	<b>Additional duties by Service Provider:</b>	
	(a) Personnel - Category A	<b>hour</b>
	(b) Personnel - Category B	<b>hour</b>
	(c) Personnel - Category C	<b>hour</b>
	(d) Personnel - Category D	<b>hour</b>

The rate tendered shall be for the carrying out of any additional duties extra-over the normal services as specified and as ordered by the Employer. The rates tendered shall include for all personnel costs including overheads and profit. Transport, if required, shall be paid at the rates under payment item 3.2.

## **General**

The Professional Service Provider will execute the required services in a professional manner, complying with the appropriate designs and specifications. They will comply with all relevant legislation pertaining to the build environment in general.

## **SCOPE OF PROFESSIONAL SERVICES REQUIRED**

### **1. ENDORSEMENTS AND REGISTRATION**

Consultants to be registered with the **Engineering Council of South Africa (ECSA)**

### **2. PROFESSIONAL FEES**

Disbursements to be settled as per periodic National DOT “reimbursable rates” document

### **3. DUTIES**

#### **3.1 GENERAL**

- a) Ensure all activities are to comply with all relevant government Acts and Norms
- b) Timeous and proper reporting shall be directed to the project manager of DOT
- c) Coordination with the local authorities according to the relevant local by-laws throughout the entire project stages
- d) Ascertain full involvement of local stakeholders (communities, organizations etc.) at all times
- e) Seek the necessary ratifications at all times to all stakeholders
- f) Ensure quality control of physical elements and intangible processes
- g) Provision of mentorship services to departmental candidate professionals

The consultant should also take cognizance of the skill shortage in the Department and province in the context of professional staff. In that light, the Professional Service Provider is expected to play a role in contributing to skill development and training during execution of his duties and the duration of the contract.

#### **Enquiries: -**

- Questions related to the **Project - Scope of Work** should be referred to the Project Leader:

**Mr.S. Dlanjwa**

**Tel: 040 602 4504**

**E-mail: [sonwabile.dlanjwa@ectransport.gov.za](mailto:sonwabile.dlanjwa@ectransport.gov.za)**

Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

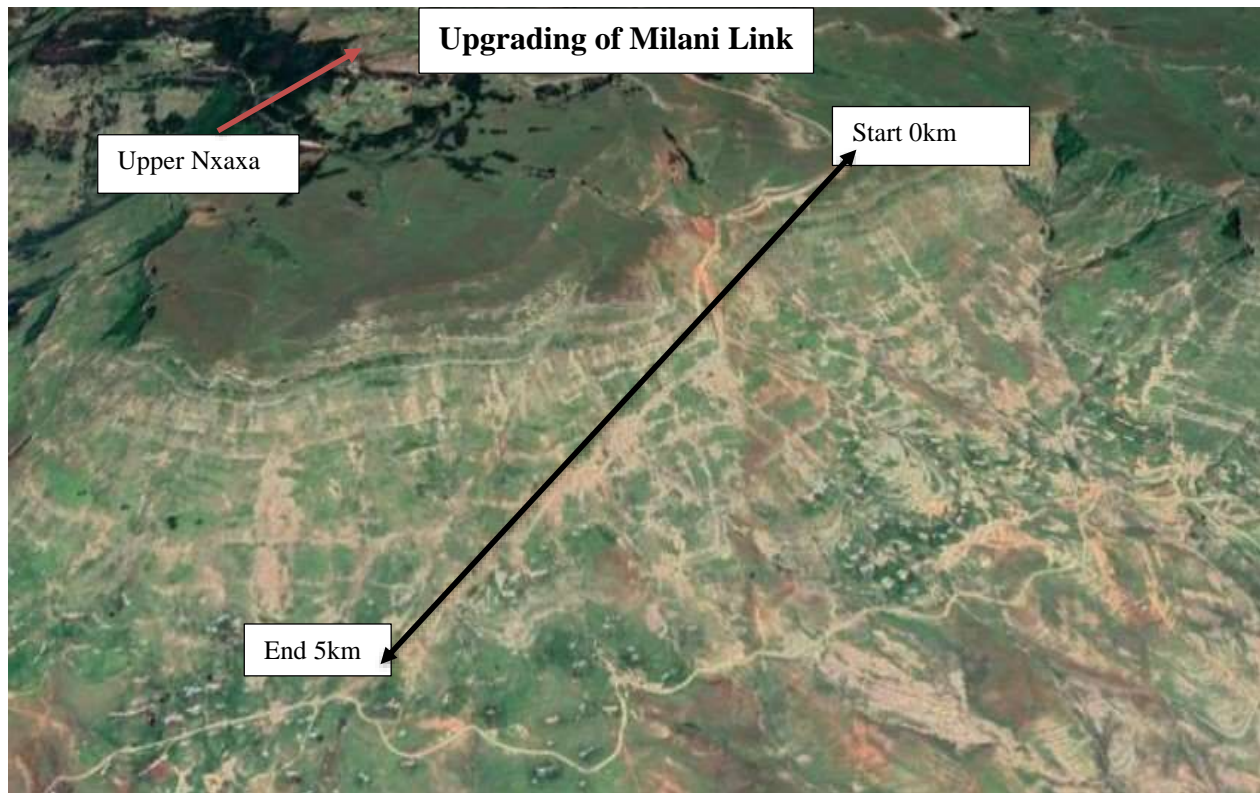
**PART C4: SITE INFORMATION**

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#### C4.1 LOCALITY PLAN



Start

Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

\_\_\_\_\_  
Mr U. Dyubula  
Chief Engineer: Infrastructure Design

\_\_\_\_\_  
Date

Recommended / Not Recommended

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mr Z.H Ngovela  
Acting DDG – Transport Infrastructure

\_\_\_\_\_  
Date

Approved / Not Approved

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Procurement for Professional Service Providers (PSPs) for the Design and Supervision on the upgrading of Milani Link Road\_ Upper Nxaxa to Lower Nxaxa Access Road.

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Mr M. Cwili  
Chairperson: Bid Specification Committee

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Date