



**TENDER NO:**

**SCMU10-21/22-0025**

**FRAMEWORK AGREEMENT FOR PROFESSIONAL  
CONSULTING ENGINEERING SERVICES FOR THE  
MAINTENANCE OF PROVINCIAL PAVED AND  
GRAVEL ROADS IN THE SIX DISTRICTS OF THE  
EASTERN CAPE PERIOD OF 3 YEARS  
(6 PROJECTS)**

**TENDER BRIEFING:**

**There will be no Compulsory Tender Briefing**

**TENDER CLOSING:**

**Wednesday, 20 October 2021**

**Department of Transport**

**32 Cowan Close**

**Stellenbosch Park Building**

**Qonce**

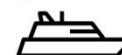
**5601**

**Company Name of Tenderer:**

.....

.....

**CSD NO .....**



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# TENDER

## PART 1 (OF 2): TENDERING PROCEDURES

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**PROVINCE OF THE EASTERN CAPE  
DEPARTMENT OF TRANSPORT**

**TENDER NO.  
SCMU10-21/22-0025**

**FRAMEWORK AGREEMENT FOR PROFESSIONAL CONSULTING  
ENGINEERING SERVICES FOR MANAGING MAINTENANCE ACTIVITIES  
ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE SIX DISTRICTS OF  
THE EASTERN CAPE PERIOD OF 3 YEARS  
(6 PROJECTS)**

<b>T1.1: TENDER NOTICE AND INVITATION TO TENDER</b>
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The Department of Transport of the Province of Eastern Cape hereby invites tenders from experienced Consulting Engineers to be appointed on Framework Agreements for the provision of Professional Consulting Engineering Services for Managing Maintenance Activities on Provincial Paved and Gravel Roads in the various Districts within the Eastern Cape.

Partial services are required, primarily for the management of Contractors Framework Agreements and Plant Hire Contracts for road maintenance, consisting of materials design, specialist sub-consultant for EMPs or Bridge Structure assessment and design of remedial works, culvert design, design of Ventilated causeways, other storm-water structure designs contract administration, site monitoring and close-out. The appointments will be valid for a period of 3 years.

The quantum of work in the District is not quantified and will be determined once the Contractors Works Assignments have been made.

Each District is envisaged to have a minimum of two and a maximum of three Consultants appointed via Framework Agreements, with the value and scope of works yet to be determined.

The Framework Agreements for this tender are set out as follows with a minimum two and maximum three Consultants appointed into a Framework per District.

- A) OR Tambo
- B) Alfred Nzo
- C) Joe Gqabi
- D) Chris Hani
- E) Amathole
- F) Sarah Baartman

The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points (at requests for quotations stage in the tender evaluation for the District)). The subsequent preferred service providers for a specific District will only receive works packages if the available budget allocated for the financial year is sufficient to accommodate more service providers effectively, or if the first appointed consultant can no longer fulfil his obligations or is already fully committed.

Tender documents will be available as of 12h00 on Friday, 17 September 2021. Documents must be downloaded on [www.ectransport.gov.za](http://www.ectransport.gov.za) or [www.etenderportal.gov.za](http://www.etenderportal.gov.za).

**There will be no Compulsory Tender Briefing**

Tenderers may seek clarification from the Employer in terms of this tender within 7 days from the date of tender closing, and the last day for accepting questions will be 13 October 2021.

Tenderers are required to download any addenda issued by the Employer from the **Eastern Cape Department of Transport** website [www.ectransport.gov.za](http://www.ectransport.gov.za) only.

The completed tender document as well as any supporting documentation shall be placed in ONE sealed envelope clearly marked **"TENDER NO: SCMU10-21/22-0025 FRAMEWORK AGREEMENT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR MANAGING MAINTENANCE ACTIVITIES ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE SIX DISTRICTS OF THE EASTERN CAPE PERIOD OF 3 YEARS (6 PROJECTS)"** and deposited in the Tender Box at the Department of Transport, Ground Floor, Stellenbosch Park, Schornville, 32 Cowan Close, Qonce, not later than **Wednesday 11h00 on 20 October 2021** when tenders will be opened in public. No late tenders will be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Tenderers must take particular note of the following:

- Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's **Tax status must be compliant**.
- Only tenderers complying with the requirements as specified in the Conditions of Tender will be considered.
- The tender will be evaluated according to the preferential procurement model in the Preferential Procurement Policy Framework Act: Preferential Procurement Regulations, 2017 as well as the Supply Chain Management Policy of the Department of Transport.
- The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards B-BBEE Status Level of Contribution (for requests for quotations from framework consultants stage.)
- The tenderer's attention is drawn to Form SBD6.1 whereby a valid, original or certified copy of BBBEE certificate must be submitted with the bid and any joint venture or consortium must submit a consolidated BBBEE certificate. In the absence of BBBEE certificates, a sworn affidavit must be provided. Failure to submit will automatically result in the non-awarding of points for BBBEE.
- Furthermore, failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically result in the non-awarding of points for BBBEE
- Eligibility as detailed in the Conditions of Tender will apply (see F2.1 in Section T1.2: Tender Data). A tender offer not satisfying the stated eligibility criteria will be eliminated.
- Functionality as detailed in Conditions of Tender will apply (see F3.8.2 in Section T1.2: Tender Data). Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise. Tenders failing to score a **minimum of 60% for Functionality** will be eliminated.
- Tenderers must complete the Compulsory Enterprise Questionnaire. Failing such will cause the tender to be eliminated. This condition applies to all parties involved in a Consortium or Joint Venture partnership.
- Tenderers should note that this forms part of a batch of Framework Agreements, relating to maintenance on paved and gravel provincial roads in various Districts in the Eastern Cape. Tenderers may tender for one or more of the Framework Agreements. All eligibility and functionality will be scored separately per district. Where it is found that a specific Tenderer is eligible for award of more than one Framework Agreement, the Employer reserves the right not to award another Framework Agreement to such a tendering entity. No Tenderer may be awarded most favourable service provider in more than 2 Framework Agreements. Awards will be made based on the most economically favourable outcome for the Employer, and tenderers will not be afforded the opportunity to select preferred projects, should they score the highest points on more than one project. The Employer further reserves the right not to award a project to any tenderer found to be at a high risk of non/under-performance based on a risk assessment of the current workload or past performance of that tenderer.
- Failure to supply all supplementary / clarification information in terms of the PPPFA may result in the tender being deemed an incomplete tender and shall not be considered for award.

Tenders shall remain valid for a period 90 days after the closing date. The lowest or any tender will not necessarily be accepted.

Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted.

**SCM RELATED ENQUIRIES**

Mr. M. Cwili – Cell No.: **067 414 2504** – Email.: [Mandiphiwe.Cwili@ectransport.gov.za](mailto:Mandiphiwe.Cwili@ectransport.gov.za)

Mr. P. Ngikashé – Cell No.: **076 419 8001**- Email.: [philasande.ngikashé@ectransport.gov.za](mailto:philasande.ngikashé@ectransport.gov.za)

**TECHNICAL ENQUIRIES**

Mrs Z Zuzile Tel No.: **082 576 3984** - Email: [zezethu.zuzile@ectransport.gov.za](mailto:zezethu.zuzile@ectransport.gov.za)

NOTE: All materially relevant telephonic discussions will be followed up by an Email to all tenderers.

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

Call: **0800 701 1701**

## T1.2: TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in **Annexure C** of the Construction Industry Development Board's Revised Standard for Uniformity in Construction Procurement promulgated in Government Gazette No. 42622 dated **08 August 2019**. (Refer [www.cidb.org.za](http://www.cidb.org.za))

Tenderers shall obtain their own copy from the Construction Industry Development Board's website; refer [www.cidb.org.za](http://www.cidb.org.za), Publications, CIDB Publications.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender, as set out below, shall apply to this tender:

Clause	Wording / Data
C.1.1.1	The employer is the Department of Transport, Province of the Eastern Cape.
C.1.2	Refer to pages 1 and 2 of this document for a complete and comprehensive list of all Tender Documents.  <b>NOTE: Tenderers shall not disassemble this document.</b> Supporting information should be submitted in a separate ring-bound document properly indexed so that relevant information may be easily found during evaluation.
C.1.3.3	Add the following definition to Clause C.1.3.3:  “ <b>Conditions of Tender</b> ” means the Standard Conditions of Tender as amended in the Tender Data.”
C.1.4	The employer's agent for the <b>tender stage</b> is:  Mrs. Z. Zuzile  Telephone: 082 576 3984  Electronic mail: <a href="mailto:zezethu.zuzile@ectransport.gov.za">zezethu.zuzile@ectransport.gov.za</a>
C.1.6	Add the following:  “Tenderers should note that this forms part of a batch of Framework Agreements, relating to maintenance on paved and gravel provincial roads in various Districts in the Eastern Cape. Tenderers may tender for one or more of the Framework Agreements. All eligibility and functionality will be scored separately per district. Where it is found that a specific Tenderer is eligible for award of more than one Framework Agreement, the Employer reserves the right not to award another Framework Agreement to such a tendering. No Tenderer may be awarded “first favourable service provider” in more than 1 Framework Agreement and no service provider may be awarded more than two Framework Agreements. Awards will be made based on the most economically favourable outcome for the Employer. The Employer further reserves the right not to award a project to any tenderer found to be at a high risk of non/under-performance based on a risk assessment of the current workload or past performance of that tenderer.

WAC.2.1	<p>Add the following:</p> <p><b>“Eligibility</b></p> <p>“The Tenderer shall provide Key Persons 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 Persons</b> who will be available for the execution and completion of this contract are eligible to submit tenders. The Key Persons shall consist of a Project Engineer for each contract, an Engineer’s Representative for each Local municipal Area of the contract and a technician to be made available for each District at the request of the Department.</p> <p>The Project Engineer shall:</p> <ul style="list-style-type: none"> <li>• be registered as a <b>Professional Engineer</b> or <b>Professional Engineering Technologist</b> under the Engineering Profession Act (Act 46 of 2000), <b>and</b> be suitably and verifiably experienced with a <b>minimum of 6 years in road maintenance and / or construction</b>;</li> <li>• be proven to be in the <b>employ of the tenderer</b>; <b>or</b> already directly contracted or contractually committed to only this one Tenderer (for the event that the Tenderer wins this bid), and</li> <li>• be available to execute the required duties and responsibilities on this Framework Agreement, should the Tenderer’s offer be accepted.</li> <li>• Have obtained NQF 7 unit standard for Labour Based Construction.</li> <li>•</li> </ul> <p>Each of the Engineer’s Representatives, shall:</p> <ul style="list-style-type: none"> <li>• be registered as a <b>Professional Engineering Technician</b> under the Engineering Profession Act (Act 46 of 2000), <b>and</b> be suitably and verifiably experienced with a <b>minimum of 5 years’ experience</b> in road maintenance and /or construction, <b>and</b></li> <li>• be in the employ of the tenderer, <b>or</b> already directly contracted or contractually committed to only this one Tenderer (for the event that the Tenderer wins this bid), <b>and</b></li> <li>• be available to be deployed full-time on the site(s) to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted; <b>and</b></li> <li>• Have obtained NQF 5 unit standard for Labour Based Construction.</li> </ul> <p>The number of Engineers Representatives required for each District is as follows:</p> <ul style="list-style-type: none"> <li>A) OR Tambo – 4 Engineers Representatives required</li> <li>B) Alfred Nzo – 3 Engineers Representatives required</li> <li>C) Joe Gqabi – 3 Engineers Representatives required</li> <li>D) Chris Hani – 4 Engineers Representatives required</li> <li>E) Amathole – 5 Engineers Representatives required</li> <li>F) Sarah Baartman – 5 Engineers Representatives required</li> </ul> <p>For tendering purposes the tenderer must provide at least one (1) Engineers Representative, per district tendered for, who fulfils the requirements above. The number of Engineers Representatives required stated above will only be required of a service provider as a requirement for contracting, if the first favourable service provider is unable to provide the required Engineers Representatives or meet any other stipulated requirement, the department reserves the right to contract the second favourable service provider.</p> <p>The Technician, shall:</p> <ul style="list-style-type: none"> <li>• have a Civil Engineering qualification, <b>and</b> be suitably and verifiably experienced with a <b>minimum of 3 years’ experience</b> in road maintenance and /or construction, <b>and</b></li> </ul>
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	<ul style="list-style-type: none"> <li>• be in the permanent employ of the tenderer, <u>or</u> already directly contracted or contractually committed to only this one Tenderer (for the event that the Tenderer wins this bid), <u>and</u></li> <li>• be available to be deployed full-time or part-time as required on the site(s) to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted</li> </ul> <p>Tenderers shall provide proof of the Key Persons' experience in a <u>detailed and project specific</u> Curricula Vitae, supported by the required certified copies of professional registration and qualifications."</p> <p><b>NOTE:</b> Bidders are not allowed to recruit and shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the execution of this contract or any part thereof.</p>
C.2.2	<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>
C.2.3	<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....." as defined in clause C.1.4 above.</p>
C.2.7	<p>The arrangement details for the compulsory clarification meeting are stated in the Tender Notice and Invitation to Tender.</p> <p><b>There will be no Compulsory Tender Briefing</b></p>
C.2.11	<p>Add the following to this Clause:</p> <p>"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."</p>
C.2.12	<p>No alternative offer will be considered.</p>
C.2.13.1 & C.2.13.3	<p>The original and completed tender document (refer Clause C.1.2) shall be returned with all the required information supplied, duly completed in all aspects and in non-erasable ink.</p> <p><b>The Tender Document is not to be disassembled.</b> Any additional returnables, CV's etc. are to be submitted in a separate ring-bound document.</p> <p>The original tender offer shall be submitted without any copies.</p>
C.2.13.5	<p>The employer's address and identification details are as stated in the Tender Notice and Invitation to Tender.</p>
C.2.13.6	<p>A two-envelope procedure will <b>not</b> be followed.</p>
C.2.13.9	<p>Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted.</p>
C.2.15.1 & C.2.15.2	<p>The closing date and time as well as the specified address and location of the tender box for submission of tender offers are stated in the Tender Notice and Invitation to Tender.</p>
C.2.16.1 & C.2.16.2	<p>The tender offer validity period is 90 days.</p>
C.2.23	<p>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.</p>

C.3.1.1	<p>Amend the wording “three working days” to read “seven working days.”</p> <p>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.</p>
C.3.2	<p>Amend the wording “three days” to read “three working days.”</p>
C.3.4.1	<p>The time and place for the opening of valid tender submissions are stated in the Tender Notice and Invitation to Tender.</p>
C.3.5	<p>A two-envelope procedure will not be followed.</p>
C.3.8.2	<p>Amend the contents of Clause C.3.8.2 to read as follows:</p> <p>“A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification.</p> <p>A material deviation or qualification is one which, in the employer’s opinion, would:</p> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>significantly change the employer’s or the tenderer’s risks and responsibilities under the contract,</li> <li>affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified,</li> <li>indicate that the tenderer or tender does not comply with all the legal and statutory requirements, or</li> <li>result in the tenderer not meeting the minimum points for functionality as described below.</li> </ol> <p>In addition to the above and in compliance with the requirements of Clause C.2.1, should the tenderer fail to offer the specified Key Persons or should the Key Persons so offered fail to comply with the minimum requirements regarding experience and qualifications, the tender shall be eliminated.</p> <p><b>FUNCTIONALITY</b></p> <p>Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet a <b><u>minimum Functionality Score of 60%</u></b>, based on the criteria listed below. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, <b>zero points</b> will be awarded for that particular item. <b>Tenders scoring less than 60% for functionality shall be regarded as non-responsive.</b></p> <p>A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>Points scored for Functionality will only be used in ascertaining whether or not a tender is Responsive and shall have no further significance in the final point score which is based on Price and B-BBEE status as defined in PPPFA Regulations 2017.</p> <p>Points will be awarded for functionality as follows:</p> <ul style="list-style-type: none"> <li><b><u>Company Experience (max 40 Points)</u></b></li> </ul> <p>Eight (8) points per project for similar paved or gravel road maintenance projects completed in the past 10 years, or currently being carried out, up to a maximum of 40 points.</p>

	<p>Company experience must be verifiable and the verification of company experience schedule confirming previously completed works must be completed and signed by referees.</p> <ul style="list-style-type: none"> <li> <b><u>Key Personnel (max 50 Points)</u></b>  <u>Project Engineer (max 50 Points):</u> <ul style="list-style-type: none"> <li>Years of experience post-professional registration (max 20 points) <p>Minimum 5 Years = 10 points With points being awarded on a pro-rata basis from 6 years to a maximum of 20 points, 2 points per year.</p> </li> <li>Number of road maintenance or road construction projects completed or currently being undertaken as the Project Engineer (max 20 points) <p>4 Points per Project</p> </li> <li>NQF level 7 unit standard for Labour Based Construction <p>10 Points</p> </li> </ul> </li> <li> <b><u>Locality (max 60 Points)</u></b>  The Consultant has a: - <ul style="list-style-type: none"> <li>Head office in the Eastern Cape (EC): 60 points</li> <li>Head office outside of EC with satellite office in the EC 40 points</li> <li>Head office outside of EC without satellite office: 20 points</li> </ul> <p>Proof of the location of the Head office will be taken as the Preferred Address indicated on the Tenderers CSD Report and is to be indicated in Form 10 in the Returnables Schedule.</p> <p>The top three point scoring (overall points) service providers per district will be awarded into the framework</p> </li> </ul>								
C3.11.1	<p>Tenders who qualify for the framework will be evaluated at the requests for quotations stage in terms of that specified in the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy.</p> <p>The method for the evaluation of responsive tenders shall be <b>Method 2: Financial Offer and Preference</b>.</p> <table border="1"> <thead> <tr> <th></th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Price Component</td><td>80</td></tr> <tr> <td>Preferential Component</td><td>20</td></tr> <tr> <td>Total evaluation points</td><td>100</td></tr> </tbody> </table> <p><b><u>Calculation of Points for Price</u></b> (Ps)</p> <p><i>The points scored for Price will be calculated using the following formula:</i></p>		Maximum number of tender evaluation points	Price Component	80	Preferential Component	20	Total evaluation points	100
	Maximum number of tender evaluation points								
Price Component	80								
Preferential Component	20								
Total evaluation points	100								

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

Where  $P_s$  = points scored for price by tender under consideration  
 $P_{\min}$  = price of lowest acceptable tender  
 $P_t$  = price of tender under consideration

Fractions will be rounded off to two places after the decimal comma.

**Preferential Component (Max =20 points)**  $N_{EP}$

The points scored for this component will be calculated using the following table:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**Calculation of Total Points scored**  $\text{Total Score} = P_s + N_{EP}$

Tenders will be awarded on a Rates Only basis. A basket of quantities has been predetermined and assigned to the items in the Bill of Quantities to determine an individual tender sum for evaluation purposes. Once the evaluation is complete and the preferred bidders have been identified, the award will be for rates only. The tender sum calculated from the basket of quantities will be used for evaluation purposes only. The awarded rates will be the rates at which the work will be carried out at the duration of the appointment subject to a negotiation if necessary, as well as Contract price adjustment as per the Contract Data.

The maximum value of Work Assignments which can be awarded to any one service provider in terms of this agreement shall be based on the rates tendered and the value of the works required to be monitored under the Contractors Framework Agreements and/or Plant Hire Contracts as well as any additional services required by the Department.

This phase of evaluation applied to service providers awarded into the framework after the issuing and submission of requests for quotations. It will be used for awarding points to determine the most favourable service provider per respective district.

C.3.13

Replace the entire contents of Clauses C.3.13.1 (e) and C.3.13.1(f) with the following:

- e) complies with all legal and statutory requirements;
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest;
- g) Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's **Tax status must be compliant.**
- h) 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;
- i) 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> <li>j) 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>k) 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>l) has correctly completed and signed the Form of Offer.</li> <li>m) 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 C.1.6."</p> <p>Note that the successful Tenderer will be required to submit a <b>valid</b> Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award;</p>
C.3.17	The number of copies of the signed contract to be provided by the employer is one.

# **TENDER**

## **PART 2 (OF 2): RETURNABLE DOCUMENTS AND SCHEDULES**

<b>T2.1</b>	<b>List of Returnable Documents and Schedules</b>	<b>15</b>
<b>T2.2</b>	<b>Returnable Documents and Schedules</b>	<b>16</b>

## **T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**

The original and completed tender document (refer Clause C.1.2 and C.2.13 of the Conditions of Tender) shall be returned with all the required information, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent Contract, as they form the basis of the tender offer. For this reason, it is important that tenderers submit, return, complete and sign **all the information, documents and schedules, as requested**.

Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, **including the information provided by candidates proposed for the specified key positions**.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a Contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as **wilful misrepresentation** by that tenderer to induce the Contract. In such event the Employer has the discretionary right under Clause 5.3 and Clause 9.2.1.3.2 of the Conditions of Contract to terminate the Contract.

### **1. RETURNABLES REQUIRED FOR TENDER EVALUATION PURPOSES**

- 1A Certificate of Attendance at Clarification Meeting
- 1B Joint Venture / Consortium Disclosure Form
- 1C Authority for Signatory
- 1D Schedule of Variations and Deviations
- 1E Sworn Affidavit for B-BBEE Exempted Micro Enterprises
  
- 1F (SBD 1) Invitation to Tender
- 1G (T2.2R) Compulsory Enterprise Questionnaire
- 1H (SBD 4) Declaration of Interest
- 1I (SBD 6.1) Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
- 1J (SBD 8) Declaration of Tenderer's Past Supply Chain Management Practises
- 1K (SBD 9) Certificate of Independent Tender Determination
  
- 1L Personnel Schedule
- 1M Company Experience
  
- 1N Company Registration and CIPRO Certificates
- 1O Central Supplier Database

### **2. RETURNABLES THAT WILL BE INCORPORATED INTO THE CONTRACT**

- 2A Record of Addenda to Tender Documents
- 2B Certificate of Insurance Cover

### **3. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedules

<b>T2.2: RETURNABLE DOCUMENTS AND SCHEDULES</b>
---



<b>1A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING</b>
---

There will be no Compulsory Briefing Meeting.

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 .....

<b>1B: JOINT VENTURE / CONSORTIUM DISCLOSURE FORM</b>
---

Tenderers submitting tenders as a joint venture or consortium are to attach a signed copy of the Joint Venture / Consortium Agreement duly signed by all parties.

Where a Joint Venture / Consortium Agreement have not yet been formalized, the tenderer is to attach a Letter of Intent of a Joint Venture / Consortium, duly signed by all parties. The percentage (%) shareholding as well as the participation details of each member shall be clearly stated.

Please note Form SBD6.1:

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender

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 .....

## 1C: AUTHORITY FOR SIGNATORY

***The tenderer shall attach to this page a Certificate of Authority for Signatory.***

The **certificate shall be printed on the tendering entity's letterhead** and shall be a duly signed and dated copy of the relevant resolution of the board of directors / partners duly authorising the person to sign all documents in connection with the tender.

In the event that the tenderer is a joint venture or consortium, a certificate is required from each member of the joint venture or consortium clearly setting out the following:

- a) authority for signatory,
- b) undertaking to formally enter into a joint venture / consortium contract should an award be made to the joint venture / consortium,
- c) name of designated lead member of the intended joint venture / consortium, as required by Clause C.2.13.4 of the Conditions of Tender.

**NB:** The resolution below is given as **an example** of an acceptable format for authorisation. Submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

### **Example**

"By resolution of the board of directors / partners passed at a meeting held on *(insert place and date)*  
....., Mr / Ms  
....., whose signature appears below, has been duly authorised to  
sign all documents in connection with the tender for Contract No *(insert Contract No and Description)*  
....., and any contract which  
may arise therefrom on behalf of *(insert tenderer Company name in block capitals)*  
.....  
...

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

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

DATE: .....

SIGNATURE OF DULY AUTHORISED SIGNATORY: .....

WITNESSES:

1).....  
Signature Name (Print)

2).....  
Signature Name (Print)

<b>1D: SCHEDULE OF VARIATIONS OR DEVIATIONS</b>
---

The tenderer shall record any variations, deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

The tenderer's attention is drawn to Clause C.3.8.2 of the Conditions of Tender regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

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 .....

# 1E: SWORN AFFIDAVIT FOR B-BBEE EXEMPTED MICRO ENTERPRISES

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 authorised 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 etc.):</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</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>

- 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 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 Three</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 DRPW 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

## 1F: INVITATION TO TENDER

Form SBD 1

## PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ROADS &amp; PUBLIC WORKS</b>					
BID NUMBER:	SCMU10-21/22-0025	CLOSING DATE:	27 October 2021	CLOSING TIME:	11h00
DESCRIPTION	FRAMEWORK AGREEMENT FOR MANAGING PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR THE MAINTENANCE ACTIVITIES ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE SIX DISTRICTS OF THE EASTERN CAPE PERIOD OF 3 YEARS (6 PROJECTS)				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Transport, Ground Floor, Stellenbosch Park Schornville c/o Flemming Street and Cowan Close, Qonce					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	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:				
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	<b>Note:</b> Not Applicable		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/PUBLIC ENTITY	DEPARTMENT OF TRANSPORT				
CONTACT PERSON	Mr. P. Ngikashé		CONTACT PERSON	Mrs. Z. Zuzile	
TELEPHONE NUMBER	076 419 8001		TELEPHONE NUMBER	082 576 3984	
E-MAIL ADDRESS	philasande.ngikashé@ectransport.gov.za		E-MAIL ADDRESS	zezethu.zuzile@ectransport.gov.za	

## B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID 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 CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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 THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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



**1G: FORM T2.2R: 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 attached as a tender requirement**

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

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

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

The undersigned, who warrants that he / she is duly authorized 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 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 three 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.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

## 1H: DECLARATION OF INTEREST

**Form SBD 4**

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 bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, 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.

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

- 2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

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

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

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

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

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

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

2.7.2.3 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**

2.7.3 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS****This form must be included additional to the SBD.4****1.** In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

**2.**

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

**3.** "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) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

**4.** Should you indicate "yes" above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				
5				

**5. Please note:** The "state" is clearly defined in paragraph 3 above. In the event that "no" is selected and subsequently any false declaration are detected, the non-disclosure of such "state employment" will be deemed as "fraud". Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

**6. DECLARATION**

I, (NAME & SURNAME)..... ID NUMBER .....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<b>1I: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017</b>
---

**Form SBD 6.1**

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 bid

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.

## 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

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

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 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		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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



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

Designated Group: An EME or QSE which is at least 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 proprietor

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....
2. ....

.....  
SIGNATURE OF BIDDER

DATE .....

ADDRESS .....

.....

.....

<b>1J: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES</b>
---

Form SBD 8

- 1 This Standard Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past three years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past three 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:		

**SBD 8**

**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 Bidder

**1K: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION****Form SBD 9**

I, the undersigned, in submitting the accompanying tender:

**SCMU10-21/22-0025 for FRAMEWORK AGREEMENT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES  
FOR MANAGING MAINTENANCE ACTIVITIES ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE EASTERN  
CAPE FOR A PERIOD OF 3 YEARS  
(6 PROJECTS)**

in response to the invitation for the tender made by:

**The Department of Transport, Province of the Eastern Cape**

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
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\* 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.
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.

**\* 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.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>1L: PERSONNEL SCHEDULE</b>
-------------------------------

Only tenderers who have suitably experienced and qualified Key Persons and other Support Personnel available in their full-time employ that satisfy the criteria and specific conditions stated under the Conditions of Tender as well as the Conditions of Contract are eligible to submit tenders. The tenderer's attention is specifically directed to Clauses F.2.1 and F.3.8.2 of the Conditions of Tender regarding eligibility and responsiveness. The names of the proposed Key Persons shall be provided in the table below.

**Note that signature below acknowledges that the personnel are in the full time employ of the Tenderer. Should the Engineer's Representative(s) not be in the full time employ of the Tenderer, a letter of confirmation from the proposed Engineer's Representative(s) is to be attached, confirming that he/she is already directly contracted or contractually committed to only this one Tenderer, should the Tenderer be awarded the contract. Also note that the tenderer is only mandated to supply the details of one ER who meets the requirements at the framework tender stage and will be required to provide the rest as a requirement for contracting should the tenderer submit the most preferred quotation.**

**A: Key Personnel – OR Tambo**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					
Engineer's Representative 3					
Engineer's Representative 4					

**B: Key Personnel – Alfred Nzo**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					

Engineer's Representative 3					
-----------------------------	--	--	--	--	--

**C: Key Personnel – Joe Gqabi**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					
Engineer's Representative 3					

**D: Key Personnel – Chris Hani**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					
Engineer's Representative 3					
Engineer's Representative 4					



**E: Key Personnel – Amathole**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					
Engineer's Representative 3					
Engineer's Representative 4					
Engineer's Representative 5					

**F: Key Personnel – Sarah Baartman**

PERSON	NAME	QUALIFICATIONS	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS EXPERIENCE
Contracts Engineer					
Engineer's Representative 1					
Engineer's Representative 2					
Engineer's Representative 3					
Engineer's Representative 4					
Engineer's Representative 5					

Detailed and project specific Curricula Vitae for all proposed Personnel shall accompany and be attached to this tender, (supported by **copies of the relevant qualifications**) demonstrating that the individuals comply with the various criteria and specific conditions, as applicable. The Curricula Vitae shall be so structured as to, inter alia, incorporate the following:

- Personnel's date of birth.
- Personnel's full academic and educational qualifications and date obtained.
- Personnel's professional registrations, NQF (labour based construction) and other relevant qualifications & affiliations.

- d) Name of current employer and position within the enterprise.
- e) A list of previous employers, clearly stating periods of service and providing a person as reference with these employers, complete with contact telephone numbers.
- f) Detailed and project specific records related to previous experience in roads maintenance /construction from which the Employer will determine the number of relevant roads projects and also the duration of such projects.

**Failure to comply with all of the above requirements shall be regarded as a material deviation and the tender shall be declared not eligible and therefore non-responsive.**

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 .....

<b>1M: COMPANY EXPERIENCE</b>
-------------------------------

Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers shall provide details (including traceable references) of similar paved or gravel road maintenance projects that have been completed in the past 10 years, or that are currently being undertaken. Construction projects that incorporate substantial road maintenance components will also be considered.

PROJECT DESCRIPTION	YEAR COMPLETED	CONSTRUCTION VALUE	CLIENT NAME AND CONTACT DETAILS

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 .....

(1M a): **SIMILAR PROJECTS COMPLETED VERIFICATION FORM** (one verification form required for each listed project)

**SCMU10-21/22-0025: FRAMEWORK AGREEMENT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR MANAGING MAINTENANCE ACTIVITIES ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE SARAH BAARTMAN DISTRICT FOR A PERIOD OF 3 YEARS  
(6 PROJECTS)**

NAME OF RESPONDENT: .....

**VERIFICATION OF RESPONDENT'S INDICATED SIMILAR PROJECT BY CONSULTING ENGINEER OR EMPLOYER**

Page 1 of 2

**PART A OF FORM D(A):**

*[To be completed by the respondent.]*

CONTRACT NO.: .....

CONTRACT NAME: .....

EMPLOYER: .....

CONTRACTOR: .....

CONSULTING ENGINEER: .....

VALUE OF WORKS AT COMPLETION (INCL. VAT): R .....

MONTH/YEAR COMPLETED: .....

**PART B OF FORM D(A):**

*[To be completed by the Employer for the CONTRACT NO. indicated in Part A of form 1M)]*

In terms of this submission a similar **ROADS MAINTENANCE/CONSTRUCTION PROJECT** is defined as:

"Maintenance or construction of roads completed in the past ten (10) years.

1. **Was a certificate of completion, in terms of the condition of contract, issued to the contractor?**

YES	NO
-----	----

 (TICK APPLICABLE BOX)

If NO, please state reasons:

.....

2. **Was the performance of the consultant to the client's satisfaction?**

YES	NO
-----	----

 (TICK APPLICABLE BOX)

<b>1N: COMPANY REGISTRATION AND CIPRO FORMS</b>
---

Tenderers are required to provide copies of their Company Registration Documents and CIPRO registration forms.

<b>10: CENTRAL SUPPLIER DATABASE</b>
--------------------------------------

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury.  
**In the case of Joint Ventures, proof must be provided for each partner.**

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name: .....

Supplier Number: .....

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>2A: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
--

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

Please note that any Notices will be uploaded on the same platforms as where the tender document was downloaded from. It is the onus of the Tenderer to ensure that he has checked for any notices prior to submitting his tender document.

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

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 .....

**2B: CERTIFICATE OF INSURANCE COVER**

In the event of the tenderer being a joint venture / consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover and attach to this page a copy of proof of the stated Professional Indemnity cover:

(i) Name of Tenderer: .....

(ii) Period of Validity: .....

(iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company: .....

Value: .....

- General Public Liability

Company: .....

Value: .....

- Third Party Liability

Company: .....

Value: .....

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 .....



# CONTRACT

## PART 1 (OF 3): CONTRACT DATA

<b>C1.1</b>	<b>Indication on districts tendered</b>	<b>48</b>
<b>C1.2</b>	<b>Contract Data</b>	<b>56</b>

**C1.1: INDICATION OF DISTRICTS TENDERED**

Tender No SCMU10-21/22-0025

**FRAMEWORK AGREEMENT FOR PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR MANAGING  
MAINTENANCE ACTIVITIES ON PROVINCIAL PAVED AND GRAVEL ROADS IN THE SIX DISTRICTS OF THE  
EASTERN CAPE PERIOD OF 3 YEARS  
(6 PROJECTS)**

THE TENDERER WISHES TO BE CONSIDERED FOR THE FOLLOWING DISTRICTS: indicate with a tick in relevant box

A. FOR OR TAMBO☐

AND /OR:

B. FOR ALFRED NZO☐

AND /OR:

C. FOR JOE GQABI☐

AND/OR:

D. FOR CHRIS HANI☐

AND/OR

E. FOR AMATHOLE☐

AND/OR

F. FOR SARAH BAARTMAN☐

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 .....

**1. SCHEDULE OF DEVIATIONS: Schedule A and/or Schedule B and/or Schedule C and/or Schedule D and/or Schedule E and/or Schedule F (delete where not applicable)**

**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such 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.

(i) Subject: .....

Details: .....

(ii) Subject: .....

Details: .....

(iii) Subject: .....

Details: .....

(iv) Subject: .....

Details: .....

(v) Subject: .....

Details: .....

By the duly authorised representatives signing this Schedule of Deviations, 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.

**For the Tenderer:**

**For the Employer:**

..... Signature .....

..... Name .....

..... Capacity .....

Name and Address of Organisation

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

Name and Address of Organisation

**Department of Transport**

**Province of the Eastern Cape**

**Private Bag X0023**

**Bhisho**

**5605**

Witness Signature

.....

Witness Name

.....

Date

.....

<b>C1.2: CONTRACT DATA</b>
----------------------------

The General Conditions of Contract as contained in the **Standard Professional Services Contract, July 2009, Third Edition of CIDB document 1015**, as published by the Construction Industry Development Board, is applicable to this Contract.

Tenderers shall obtain their own copy of the stated Standard Professional Services Contract from the Construction Industry Development Board's website, refer [www.cidb.org.za](http://www.cidb.org.za).

The pro-forma documents and pages attached to the Standard Professional Services Contract on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound under this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### PART 1: DATA PROVIDED BY THE EMPLOYER

Clause	Description / Wording
1.	<p><b><u>Employer</u></b></p> <p>The Employer is the Department of Transport, Province of the Eastern Cape (DoT).</p>
1.	<p><b><u>Period of Performance</u></b></p> <p>The total Framework Agreement duration is for 3 years. <b>The maximum value of Work Assignments which can be awarded to any one service provider in terms of this agreement shall be based on the rates tendered and the value of the works required to be monitored under the Contractors Framework Agreements and/or Plant Hire Contracts as well as any additional services required by the Department.</b></p>

1.	<p><b><u>Project</u></b></p> <p>The projects are for the provision of Professional Consulting Services for the monitoring projects relating to Maintenance of Provincial Paved and Gravel Roads in the Eastern Cape for a period of 3 years for the projects in various Districts:</p> <p>Partial services are required, primarily for the management of Contractors Framework Agreements, Plant Hire Contracts for road maintenance, Road Safety Appraisal Contracts and Bridge Maintenance Contracts consisting of contract administration, site monitoring and close-out. The appointments will be valid for a period of 3 years.</p> <p>The quantum of work in various Districts is not quantified and will be determined once the Contractors Works Assignments have been made.</p> <p>Each District is envisaged to have contractors appointed via Framework Agreements, with the value and scope of works yet to be determined.</p> <p>The Framework Agreements for this tender are set out as follows with no more than two districts per Framework Appointment.</p> <ul style="list-style-type: none"> <li>A) OR Tambo</li> <li>B) Alfred Nzo</li> <li>C) Joe Gqabi</li> <li>D) Chris Hani</li> <li>E) Amathole</li> <li>F) Sarah Baartman</li> </ul>
1.	<p><b><u>Start Date</u></b></p> <p>The Start Date is when the Agreement comes into effect (Refer Form of Offer and Acceptance).</p>
1.	<p>Add the following new definition to Clause 1:</p> <p><b><u>“Conditions of Contract</u></b></p> <p>The General Conditions of Contract as amended in the Contract Data.”</p>
3.4.1 and 4.3.2	<p>The authorised and designated representatives of the Employer are:</p> <p><b>OR Tambo</b></p> <p>Mr F. Ponco Telephone: 047 531 4542 Electronic mail: <a href="mailto:Fundilizwe.Ponco@ectransport.gov.za">Fundilizwe.Ponco@ectransport.gov.za</a></p> <p><b>Alfred Nzo</b></p> <p>Mr A. Bekeni Telephone: 047 531 4542 Electronic mail: <a href="mailto:Ayanda.Bekeni@ectransport.gov.za">Ayanda.Bekeni@ectransport.gov.za</a></p> <p><b>Joe Gqabi</b></p> <p>Mr J Botha Telephone: 051 633 2871 Electronic mail: <a href="mailto:Johann.Botha@ectransport.gov.za">Johann.Botha@ectransport.gov.za</a></p> <p><b>Chris Hani</b></p>

	<p>Ms B. Mbebe Telephone: 045 807 6732 Electronic mail: <a href="mailto:Bongo.Mbebe@ectransport.gov.za">Bongo.Mbebe@ectransport.gov.za</a></p> <p><b>Amathole</b></p> <p>Mr K Mcetywa Telephone: 043 704 6641 Electronic mail: <a href="mailto:Kwazelela.Mcetywa@ectransport.gov.za">Kwazelela.Mcetywa@ectransport.gov.za</a></p> <p><b>Sarah Baartman</b></p> <p>Mr Randall Moore (District Road Engineer) Telephone: 041 452 2073 Electronic mail: <a href="mailto:randall.moore@ectransport.gov.za">randall.moore@ectransport.gov.za</a></p>
3.5	The Services shall be performed on the roads listed in Section C.3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or the Project under any circumstances without the specific approval of the Employer.
3.11	<p>Add the following to this Clause:</p> <p>“The Service Provider shall be responsible for their own insurances and will indemnify and hold the Employer harmless against any losses, claims, demands, proceedings, actions, damages and expenses of whatever nature in respect of any losses or damages to any property or person in the employ of the Service Provider or for that matter, any other party, resulting from the execution and performance of the Services.</p>
3.12.1	The penalty payable is R 1 000 per day per Deliverable / Assessment subject to a maximum amount of R 25 000 per Deliverable / Assessment.
3.15.1	The programme shall be submitted within 14 days of the Start Date.
3.16.2	The index is the Consumer Price Index (CPI index), year-on-year, as published in the monthly bulletin PO141 of Statistics South Africa, under Table B.
3.17	<p>Add the following new Clause 3.17:</p> <p><b>“Price adjustment to tendered rates for inflation</b></p> <p>Tendered rates which are stated in the Pricing Data shall be subject to adjustment for inflation as provided for below:</p> <ul style="list-style-type: none"> <li>(i) The rates shall be fixed for the first 12-month period determined from Start Date (see Clause 1) and no adjustment during this period will be allowed for inflation.</li> <li>(ii) On the 12-month anniversary date of the Start Date the rates shall be adjusted by the 12-month year on year Consumer Price Index (CPI index) as published in the monthly bulletin PO141 of Statistics South Africa under Table B and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.</li> <li>(iii) Adjustment for inflation of yearly rates as well as lump or provisional sums 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.</li> <li>(iv) Adjustment for inflation shall only be applicable for Services or portions thereof, that are still within the prescribed programme and any approved extensions of time.”</li> </ul>

5.4.1	<p>The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.</p> <p>The Service Provider is required to provide the following insurances:</p> <ul style="list-style-type: none"> <li>a) Insurance against Professional Indemnity Cover is: R 5 million (minimum) Period of cover: From the Start Date up to one (1) year after the completion of the Contract</li> <li>b) Insurance against General Public Liability and Third Party Liability Cover is: R 10 million Period of cover: From the Start Date up to the completion of the Contract</li> </ul>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking / effecting any of the following actions:</p> <ul style="list-style-type: none"> <li>• Appointing / utilising any other authorised and designated representative not listed and approved of by name in the Contract (Refer also Clause 5.3).</li> <li>• Appointing / utilising any other Key Persons not listed and approved of by name in terms of the Contract. (Refer also Schedule 1L: Key Personnel Schedule).</li> <li>• Appointing / utilising Subcontractors for the performance of any part of the Service.</li> <li>• Expending any Provisional Sum stated in the Contract.</li> <li>• Over-expenditure on the Contract.</li> <li>• Changing / amending the Scope of Work.</li> <li>• Making statements to the media regarding the Project.</li> </ul>
7.1.2	<p>The Key Persons shall consist of a Contract Engineer and an Engineer's Representative for each of the contracts.</p> <p>The Contract Engineer shall:</p> <ul style="list-style-type: none"> <li>• be registered as a <b>Professional Engineer</b> or <b>Professional Engineering Technologist</b> under the Engineering Profession Act (Act 46 of 2000), <b>and</b> be suitably and verifiably experienced with a minimum of 6 years' experience (since professional registration) in road maintenance and /or construction; <b>and</b></li> <li>• be in the employ of the tenderer or already directly contracted or contractually committed to only this one Tenderer (for the event that the tenderer wins this bid); <b>and</b></li> <li>• be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted.</li> <li>• Have obtained NQF5 unit standard for Labour Based Construction</li> </ul> <p>Each of the Engineer's Representatives required per District shall:</p> <ul style="list-style-type: none"> <li>• be registered as a <b>Professional Technician</b> under the Engineering Profession Act (Act 46 of 2000), <b>and</b> have a suitable technical qualification, <b>and</b> be suitably and verifiably experienced with a minimum of 5 years' experience in road maintenance and /or construction, <b>and</b></li> <li>• be in the employ of the tenderer, or already directly contracted or contractually committed to only this one Tenderer (for the event that the tenderer wins this bid), <b>and</b></li> <li>• be available to be deployed full-time on the site(s) to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted.</li> <li>• Have obtained NQF5 unit standard for Labour Based Construction</li> </ul>
8.1	<p>The Service Provider is to commence the performance of the Services within fourteen (14) days of the Start Date.</p>



8.4.3 (c)	The period of suspension under this Clause shall be six (6) months.
9.1	Copyright of all documents prepared by the Services Provider relating to the Project shall vest with the Employer.
12.1.2	Settlement of disputes or claims which cannot be settled between the Parties in terms of this Clause shall be referred to <i>ad hoc</i> Adjudication in accordance with the latest edition of CIDB Adjudication Procedure. Only one adjudicator is required to be agreed for appointment.
12.3.3	In the event that the parties fail to agree on an Adjudicator, the Adjudicator is to be nominated by the President of the South African Institution of Civil Engineering.
12.3.4	Settlement of disputes or claims in terms of this Clause shall be referred to Arbitration.
12.4.2	In the event that parties fail to agree on an arbitrator, the arbitrator is to be nominated by the President of the South African Institution of Civil Engineering.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
15.	The interest rate is the current prime interest rate charged by banks plus 2% per annum and calculated from the due date of payment.

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description / Wording
1.	<p>The Service Provider is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
1.	<p>The Service Provider's address for receipt of communications and notices is:</p> <p><b>Address (Postal):</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><b>Address (Physical):</b></p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone Number (Work): .....</p> <p>Telephone Number (After Hours): .....</p> <p>Facsimile Number: .....</p> <p>Electronic Mail Address (E-mail): .....</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: .....</p>

Clause	Description / Wording																																	
	<p>The postal address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone No: .....</p> <p>Cellular Phone No: .....</p> <p>Facsimile No: .....</p> <p>Electronic Mail Address (E-mail): .....</p>																																	
5.5 and 7.1.2	<p>The Key Persons and their functions in relation to the Services are:</p> <p><b>A: Key Personnel – OR Tambo</b></p> <table border="1"> <thead> <tr> <th>Position</th><th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr> <td>Contracts Engineer</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 1</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 2</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 3</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 4</td><td></td><td></td></tr> </tbody> </table> <p><b>B: Key Personnel – Alfred Nzo</b></p> <table border="1"> <thead> <tr> <th>Position</th><th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr> <td>Contracts Engineer</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 1</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 2</td><td></td><td></td></tr> <tr> <td>Engineer's Representative 3</td><td></td><td></td></tr> </tbody> </table>	Position	Name	Specific Duties	Contracts Engineer			Engineer's Representative 1			Engineer's Representative 2			Engineer's Representative 3			Engineer's Representative 4			Position	Name	Specific Duties	Contracts Engineer			Engineer's Representative 1			Engineer's Representative 2			Engineer's Representative 3		
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	<b>D: Key Personnel – Chris Hani</b>																		
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Engineer's Representative 2																			
Engineer's Representative 3																			
Engineer's Representative 4																			

Clause	Description / Wording		
	Engineer's Representative 5		
	<b>F: Key Personnel – Sarah Baartman</b>		
	<b><i>Position</i></b>	<b><i>Name</i></b>	<b><i>Specific Duties</i></b>
	Contracts Engineer		
	Engineer's Representative 1		
	Engineer's Representative 2		
	Engineer's Representative 3		
	Engineer's Representative 4		
	Engineer's Representative 5		

**CONTRACT****PART 4 (OF 4): SCOPE OF WORK**

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### C3.1 EMPLOYER'S OBJECTIVES

The Employer, the Department of Transport (DoT) in the Eastern Cape, is responsible for the maintenance of provincial roads in the Eastern Cape. As part of its Maintenance Strategy, the Employer wishes to procure the services of suitable Professional Consulting Engineering firms via a Framework Agreements to undertake the professional services for the associated with the maintenance of selected paved and gravel roads for a period of 3 years in various Districts within the Province. The programme falls within the Framework Agreement strategy of the Employer, which aims to provide routine road maintenance on all provincial roads within the all Local Municipal Authorities (LMA's) within the Eastern Cape. This tender covers six consultant projects, covering the six Districts of the Eastern Cape Province as follows:

- A) OR Tambo
- B) Alfred Nzo
- C) Joe Gqabi
- D) Chris Hani
- E) Amathole
- F) Sarah Baartman

It is envisaged that Service Providers will be appointed per District, with the subsequent appointed Service Provider only being allocated works should it be deemed necessary by the Employer.

### C3.2 SITE LOCATION

The projects comprise of the paved and gravel provincial roads illustrated on the maps attached as the **Appendices**, respectively.

### C3.3 PROJECT DESCRIPTION

The Framework Agreements will entail routine road maintenance activities associated with the road and shoulder surface, stormwater drainage, street furniture, verges and the like, on paved, gravel and dirt roads. These Agreements will continue for the full duration of 3 years.

The following outlines the strategy of the Department with regards to the Contractors Framework Agreements that are to be managed under this Agreement:

Five Contractors are to be appointed per District. The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation). The second and subsequent preferred service providers for a specific District will only receive works packages if the available budget allocated for the financial year is sufficient to accommodate two or more service providers effectively, or if the first appointed contractor can no longer fulfil his obligations.

For each Works assignment to be executed under their appointment the Department will identify the quantities of Works required and develop a schedule of quantities and price, based on the selected Consultant's tendered / approved rates. The preferred Consultant will then be allocated the agreed Work assignment for that specific scope of works and value.

The following outlines the strategy of the Department with regards to the Consultants Framework Agreements:

A minimum of two and a maximum of Three Consultants are to be appointed per District. The Department will first allocate works to the first preferred service provider (the service provider that scores the highest points in the tender evaluation after submission of requests for quotations). The second and subsequent preferred service providers for a specific District will only be assigned works packages if the available budget allocated for the financial year is sufficient to accommodate two or more service providers effectively, or if the first appointed consultant can no longer fulfil his obligations.

For each Works assignment to be executed under their appointment the Department will identify the quantities of Works required and issue a request for quotations from the service providers in the framework. The responses will be evaluated and the highest point scoring service provider will be appointed. The preferred Consultant will then be allocated the agreed Work assignment for that specific scope of works and value.

Each specific works assignment shall be limited to a maximum duration of 12 months. On completion of the works assignment, the Consultant's Performance will be evaluated by the DMT consisting of the District Roads Engineer, District Manager and Head of Supply Chain in the specific district. Should the work have not been conducted to a satisfactory standard (within time, budget and to the required specifications) as contracted the Department shall have the right to decide not to award any further works assignments to the said Consultant and remove said Consultant from this Framework Appointment.



As a contracting requirement, the Consultant will be required to appoint Engineers' Representatives to manage and oversee the Contractors' Projects and Plant Hire Projects. The placing of the Engineers Representatives will be as follows:

**OR Tambo**

<b>Engineers Rep</b>	<b>LMA</b>	<b>No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)</b>
Engineers Rep 1	King Sabata Dalinyebo	1
Engineers Rep 2	Mhlontlo	1
Engineers Rep 3	Nyandeni	1
Engineers Rep 4	Port St Johns and Ingquza Hill	2

**Alfred Nzo**

<b>Engineers Rep</b>	<b>LMA</b>	<b>No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)</b>
Engineers Rep 1	Matatiele	1
Engineers Rep 2	Umzimvubu	1
Engineers Rep 3	Ntabankulu and Mbizana	2

**Joe Gqabi**

<b>Engineers Rep</b>	<b>LMA</b>	<b>No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)</b>
Engineers Rep 1	Walter Sisulu	1
Engineers Rep 2	Senqu	1
Engineers Rep 3	Elundini	1

**Chris Hani**

<b>Engineers Rep</b>	<b>LMA</b>	<b>No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)</b>
Engineers Rep 1	Inxuba Yethemba	1
Engineers Rep 2	Enoch Mgijima	1
Engineers Rep 3	Emalahleni and Intsika Yethu	2
Engineers Rep 4	Sakhisizwe and Engcobo	2

**Amathole**

<b>Engineers Rep</b>	<b>LMA</b>	<b>No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)</b>
Engineers Rep 1	Raymond Mhlaba	1
Engineers Rep 2	Amahlati	1
Engineers Rep 3	Ngqushwa and Buffalo City	2
Engineers Rep 4	Great Kei and Mquma	2
Engineers Rep 5	Mbhashe	1

**Sarah Baartman**

Engineers Rep	LMA	No of Contractors Framework Agreements to be managed (and additional Plant Hire Contracts)
Engineers Rep 1	Kouga and Koukamma	1
Engineers Rep 2	Nelson Mandela Bay	1
Engineers Rep 3	Sundays River Valley, Baviaans and Ikwezi	3
Engineers Rep 4	Camdeboo and Blue Crane Route	2
Engineers Rep 5	Makana and Ndlambe	2

**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 37102 of 4 December 2014** (herein further referred to as the *ECSA Guidelines*).

For the Contractors Framework Agreements and Plant Hire Contracts, the Employer has already procured the services of a Contractor to undertake the works, and therefore only partial services are required.

The same site personnel that are undertaking construction monitoring services on the Framework Agreements will be used for construction monitoring on the re-gravelling contracts.

- **Stage 3 - Maintenance Planning**

The activities listed in Clause 3.2.1 to 3.2.4 of the *ECSA Guidelines* are required.

The deliverables of this stage will include, *inter alia*, the following for each works assignment allocated to a Framework Consultant:

- (i) Field inspection of the works with the District Roads Engineer (DRE), or his representative.
- (ii) Finalisation of the scope of the works to be undertaken, and budget associated with the contracts.
- (iii) Submission of an appropriate work plans, assessment reports, preliminary cost estimates and programmes for the approval of the DRE. All designs and drawings will be in accordance with the DOT standards.
- (iv) Procurement, on behalf of the Employer, of suitable OHS service providers to act as the Client's Agent.
- (v) Procurement, on behalf of the Employer, of suitable Environmental service providers to undertake the necessary borrow pit identification, geotechnical assessments and preparation of EMP's (if necessary), and to act as the Environmental Control Officers.

Maintenance Plans are to be developed to guide the monthly maintenance activities of each of the Contractors and LMA's. The Maintenance Plans should align with the overall contract values, and the annual budgets available for the contracts.

A road condition assessment is required to determine the type and frequency of maintenance activity required in the formulation of the maintenance plan. The road assessment shall be used to determine the proposed maintenance strategies to be implemented and to suit the available budget. All road betterment and maintenance treatments will be in terms of the Routine Road Maintenance Manual of the Department.

The Tenderer is expected to adopt a flexible and innovative approach with regard to maintenance procedures. Notwithstanding, the long term safety and integrity of the roads shall receive due consideration.

The Maintenance Plan is to be reviewed and updated bi-annually.

As part of this stage, the successful Tenderer will be required to attend a 1-day briefing and information session in East London.

- **Stage 4 - Tender and Procurement of Emerging Micro Enterprises (EMEs)**

Seeing as the Employer has already procured the Framework Contractors, the following activities will be required, in this regard, and will be deemed to be included in the tendered rates:

- (i) Balancing of rates in consultation with the Contractor, if necessary;
- (ii) Reviewing and amending the scope of works to meet the available budget, if necessary;
- (iii) Setting out the works with the Contractor at the onset of the project and during the course of the contract, if necessary.

It is a requirement of the Employer that the Framework Contractor sub-let a minimum of 30% percent of the contract value to SMME sub-contractors, through a competitive tendering process. The Contractors will be allowed to select the type of works which he intends sub-letting.

The successful Tenderer will be required to, in consultation with the Contractors, identify the works to be sub-let. The Tenderer will then be required to prepare the necessary tender documentation, on behalf of the Contractors, and using the standard contract documentation provided by the Employer, to procure the SMME sub-contractors.

The activities listed in Clause 4.2.4 of the *ECSA Guidelines* are therefore required, only for the portion of the works related to the SMME sub-contractors for the IRM.

With regards to the plant hire contracts, no SMME requirements is allowed for..

- **Stage 5 - Contract Administration and Inspection**

The activities listed in Clause 4.2.5 of the *ECSA Guidelines* are required.

The successful Tenderer 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 successful Tenderer shall be responsible for the normal duties associated with the management and supervision of a Works contract. The appointed Engineer for the project shall be that person listed in the tender who shall be authorized by the Tenderer to carry out the work intended by the specifications and the duties required by the Conditions of Contract. The duties of the Engineer shall be in accordance with the Employer's standard requirements and shall, inter alia, include:

- Conduct meetings with affected communities and relevant forums 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 the 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 the current appropriate codes, manuals and guidelines.
- Arranging for the carrying out of performance or acceptance tests and surveys as required by the employer.
- Approval of 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, and subletting of works to SMME's.
- 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, expect 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.
- Submitting monthly progress and EPWP reports.
- Certain construction monitoring duties may be delegated to an Engineer Representative who shall be suitably qualified and experienced, subject to the approval of the Employer.
- Undertake monthly route inspections using a Smartycam / GoPro or equivalent recording device, for the recording of paved road condition, and transferring the records to the DRE.

The Contract Engineer shall visit the sites at least 2 (two) times per month on separate occasions, of which one visit shall be scheduled for the monthly Site Meeting with a thorough site inspection with the Contractor and the Employer's representative.

The successful Tenderer shall supply sufficient head office administrative support to the site personnel to ensure efficient and timeous administration of the Works Contract.

The successful Tenderer will also need to undertake the following services:

- Management and monitoring of the SMME sub-contractors
- Balancing of rates in consultation with the Contractor (if not already done by the Employer)
- Reviewing and amending the scope of works to meet the available budget, if necessary
- Setting out the works with the Contractor at the onset of the project and during the course of the contract, if necessary.

The Tenderer shall meet formally with the DRE (District Roads Engineer) on a monthly basis to discuss progress on the project. The DRE may ask for additional meetings in the event of progress being behind the accepted programme.

If necessary, the meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the DRE and highlighting any technical or contractual issues. These meetings are in addition to the normal monthly site meetings with the Contractor.

The cost of attending the progress meetings is deemed to be included in the Tender fee for the various stages of the project.

In addition to the monthly meetings with the DRE, the Tenderer should allow in his tender price for one meeting per annum with the Top Management of the Department in **Qonce**, where all the Consultants will meet to share experiences and measure progress.

The Tenderer will also be expected to attend community meetings and meetings with the relevant Roads Forum on a quarterly basis for the duration of the appointment and to provide information relating to the project. Feedback from these meetings must be taken into account in the preliminary, final designs and monthly programme changes. The Tenderer must ensure that proper minutes are kept of these meetings, plus any correspondence with authorities or individuals. Such documentation is necessary for inclusion in the environmental applications.

The reimbursement of the involvement of the consultant in community liaison issues shall be deemed to be included in the tender price.

- **Stage 6 - Close Out**

The activities listed in Clause 4.2.6 of the *ECSA Guidelines* are required.

The Tenderer shall provide the Employer, within 4 months of issuing the Taking-over Certificate of the works, with such draft construction reports, materials as-built records plans, H&S Close-out Report, and Environmental Management Close-out Report in PDF format and all other documents normally associated with contract administration. The final reports/records shall be provided within 1 month of the issue of the Performance Certificate for the Works.

The Tenderer shall furthermore be responsible for the safe keeping of all original roadworks and structural drawings for a period of at least 5 (three) years after the defects notification period. No additional payment will be made for this.

- **Additional Services – Construction Monitoring**

Level 3 (full-time) constructing monitoring is required in LMA's as indicted in C3.3 above.

The Tenderer 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 Tenderer shall be responsible for the normal duties associated with the management and supervision of the Works Contracts, which duties shall, *inter alia*, include:

- (i) Monitoring and reporting of the Contractor's programme.
- (ii) Implement Engineer's quality control plan.
- (iii) Monitor Contractor's quality control plan.
- (iv) Site audits, inspection, quality control testing, approval, rejection of work.
- (v) Measurement and certification of completed work inclusive of cash flow forecasts.
- (vi) Regular Site Meetings with Contractor and Employer.
- (vii) Monitoring of the Contractor's third party claims.

- (viii) Monitoring and reporting of Contractor's EPWP commitments.
- (ix) Supervision of traffic accommodation arrangements.
- (x) Statutory control functions.
- (xi) Attend public liaison committee meetings.
- (xii) Monitoring and reporting of the project's EMP requirements.
- (xiii) Implement the Engineer's requirements in terms of compliance with the OH&S Act and Regulations.
- (xiv) Monitor the Contractor's compliance with the OH&S Act and Regulations.
- (xv) Compile all reports and as-built data in accordance with the Employer's standard requirements.

- **Additional Services – Occupational Health & Safety Services**

Occupational Health and Safety Services are to be undertaken by a Service Provider to be procured by the successful Tenderer on behalf of the Employer.

- **Additional Services – Environmental Services**

Environmental Services are to be undertaken by a Service Provider to be procured by the successful Tenderer on behalf of the Employer, to obtain the necessary environmental authorisations for the works and associated borrow pits, where necessary.

It is essential that the necessary environmental approvals for the project be obtained from the relevant government departments. In particular, the following approvals are required:

- Approval from Department Minerals and Resources (DMR) in respect of the opening of borrow pits and hard rock quarries.
- A Closure Certificate from DMR on completion of construction.

### C3.5 WORK PROGRAMME

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, and also to set up the official communication, liaison and reporting structures, all for the approval of the Employer. The programme is to incorporate the following timeframes and deadlines which are to be met with regards to the Framework Agreements:

Stage and Activity	Target Dates
<u>Stages 1 to 3 – Design Development:</u>	
– Road assessment report and Maintenance Plan for the approval of the DRE	3 weeks from commencement date
<u>Stage 4 - Documentation and Procurement:</u>	
– Identification of works to be sub-let to SMME sub-contractor	8 weeks from commencement date
– Appointment of SMME sub-contractors	3 months from commencement date

In addition to the above milestones, the successful Tenderer 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 Employer, in accordance with the GCC time requirements;
- Submit monthly progress report and EPWP reports within the times specified by the Employer; and
- Submit the contract close-out report and as-built drawings within 40 days of the completion of the Works.

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

The following information will be made available to the successful tenderer:

- **Standard Documentation**

The Employer has developed its own standard road maintenance specifications:

- The Routine Road Maintenance Procedures Manual as issued by the Department Roads and Public Works of the Eastern Cape (Version 1, February 2002)
- Book of Standard Drawings as issued by the Department of Roads and Public Works of the Eastern Cape (dated 08/08/2001)

- **Contract Documentation**

The Employer has already procured the services of a Contractor for the IRM Contracts. The relevant Contract Document will be made available in hard copy and in electronic format (MS Word). In addition to this, the schedule of quantities will be provided in MS Excel format.

- **GIS Shapefiles**

The Employer will supply the successful tenderer with an ArcGIS shapefile of the provincial road network in the relevant LMA, indicating:

- Road surface type
- Visual condition index
- Proposed treatments (as per RAMS)
- Traffic volumes (if available)
- Street furniture and condition (if available)
- Borrow pits with approved EMP's (in close proximity)

- **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 (Mr Rodney Offord). This information could be utilised during the road assessment stage to inform the proposed maintenance strategies to be implemented to suit the available budget.

- **Existing Services**

No existing services information is available.

### 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. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer. No payment will be made for travel from outside the borders of the Eastern Cape.

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 an annual 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 start date of the project.

Further, it should be noted that **travel time** for the Engineer and his staff shall be deemed to be included in the percentage tender rates for normal services.

- **Expenses**

Miscellaneous expenses as described in Clause 3.5 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

##### NORMAL PROFESSIONAL ENGINEERING SERVICES

<i>Item Number</i>	<i>Description</i>	<i>Unit</i>
1.1	<b>Stages 3 – Maintenance Planning</b>	<b>Sum</b>

The unit of measurement shall be a fixed cost Lump Sum.

Payment shall include for all activities as described in Section 3.3 of the Scope of Works. Payment for this item will be made upon completion of the activities required in terms of Section 4.4 of the Scope of Works as follows:

– Approval of Year 1 Maintenance Plan by the DRE	33%
– Approval of Year 2 Maintenance Plan Update by the DRE	33%
– Approval of Year 4 Maintenance Plan Update by the DRE	33%

No interim payments will be considered by the Employer.

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.

<b><i>Item Number</i></b>	<b><i>Description</i></b>	<b><i>Unit</i></b>
<b>1.2</b>	<b>Stage 4 – Tender and Procurement of Emerging Micro Enterprises (EMEs)</b>	<b>%</b>

The unit of measurement shall be a percentage of the final value of the works for the SMME sub-contractors, excluding VAT, as procured by the Contractor, and certified by the Engineer.

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. 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.

<b><i>Item Number</i></b>	<b><i>Description</i></b>	<b><i>Unit</i></b>
<b>1.3, 2.1,</b>	<b>Stage 5 Services – Contract Administration and Inspection</b>	<b>%</b>

The unit of measurement shall be a percentage of the final contract value, excluding VAT, as certified by the Engineer.

Payment shall include for all activities as described in Section 3.4 of the Scope of Works. Payment will be made in equal instalments on a monthly basis over the duration of the contract.

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.

The following services will also be deemed to be included in the rate tendered for this item:

- Balancing of rates in consultation with the contractor
- Reviewing and amending the scope of works to meet the available budget, if necessary
- Setting out the works with the contractor at the onset of the project and during the course of the contract, if necessary.

<b><i>Item Number</i></b>	<b><i>Description</i></b>	<b><i>Unit</i></b>
<b>1.4</b>	<b>Stage 6 Services – Close Out</b>	<b>%</b>

The unit of measurement shall be a percentage of the final contract value for each Contractors Framework Agreement, excluding VAT, as certified by the Engineer.

Payment shall include for all activities as described in Section 3.4 of the Scope of Works. Payment shall be made upon approval of the Close-out Report by the Employer.

**ADDITIONAL SERVICES**

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
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<b>3.1.1</b>	<b>Time-based services – Contract Engineer</b>	<b>Hour</b>
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The unit of measurement shall be the number of hours for which work has been undertaken by the Contract Engineer, including travel time. The consultant will be required to provide a timesheet detailing each activity to substantiate his fee claim. Time-based services can only be claimed upon written instruction from the Employer.

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 hourly rates.

<b>3.1.2</b>	<b>Time-based services – Town Planner (Proclamations, Property Diagrams, Subdivisions, Proclamations)</b>	<b>Hour</b>
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The unit of measurement shall be the number of hours for which work has been undertaken by the Town Planner (Proclamations, Property Diagrams, Subdivisions, Proclamations), including travel time. The consultant will be required to provide a timesheet detailing each activity to substantiate his fee claim. Time-based services can only be claimed upon written instruction from the Employer.

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 hourly rates.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
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<b>3.2.1</b>	<b>Level 3 Full Time Construction Monitoring</b>	<b>Month</b>
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The unit of measurement shall be per month person that full-time construction monitoring is undertaken. Where Plant Hire Contracts are running concurrently with the Framework Contracts, the construction monitoring personnel will be required to monitor these contracts as well, at no additional cost under this item (except for travel and disbursements).

Construction monitoring will be undertaken as set out in C3.3 above as and when required. It should be noted that there may be durations whereby no Contractors Frameworks Contracts or Plant Hire Contracts are being undertaken. In such instances, no Construction Monitoring will be required and costs for Engineers Representatives cannot be claimed.

The consultant will be expected to provide all the necessary infrastructure, equipment and resources to undertake the required construction monitoring activities (for example laptops, camera, GPS, measuring wheel, measuring tape, mobile phone, etc.) and the cost thereof will be deemed to be included in the tendered monthly rates.

The personnel provided under this item (Engineer's Representatives) may be required to assist the DRE with works outside of the Contract. However, this will only be required should the site personnel have spare capacity to undertake such works. No additional payment will be made for such additional services, other than disbursement costs, as agreed to be the Employer.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.2.2</b>	<b>Level 2 Part Time Construction Monitoring</b>	<b>hour</b>

The unit of measurement shall be per hour that part-time construction monitoring is undertaken.

The consultant will be expected to provide all the necessary infrastructure, equipment and resources to undertake the required construction monitoring activities (for example laptops, camera, GPS, measuring wheel, measuring tape, mobile phone, etc.) and the cost thereof will be deemed to be included in the tendered monthly rates.

The personnel provided under this item (Engineer's Representatives) may be required to assist the DRE with works outside of the Contract. However, this will only be required should the site personnel have spare capacity to undertake such works. No additional payment will be made for such additional services, other than disbursement costs, as agreed to be the Employer.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.2.3</b>	<b>Construction Health &amp; Safety Agent (SACPCMP registered)</b>	<b>hour</b>

The unit of measurement shall the number of hours for which work has been undertaken by the Construction Health & Safety Agent (SACPCMP registered), including travel time. The consultant will be required to provide a timesheet detailing each activity to substantiate his fee claim. Time-based services can only be claimed upon written instruction from the Employer.

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 hourly rates.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.3.1</b>	<b>Travel</b>	<b>Km</b>

The unit of measurement shall be the actual number of kilometres travelled by the consultant's staff. Travel for the Engineer's Representative shall be limited to a maximum of 5 000 km per month, unless agreed otherwise by the Employer.

This Contract will be awarded on the basis that the appointment is made to the tenderer's office closest to the site. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer. No payment will be made for travel outside the borders of the Eastern Cape, including flights to and from the Eastern Cape, unless agreed to in advance by the Employer.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.3.2</b>	<b>Disbursements</b>	<b>Prov Sum</b>

Disbursements shall include for printing, copying, telephone, fax, accommodation, staff relocation costs, flights and all other items pre-approved by the Employer. These disbursements will be paid at cost. The handling fee on this item will be paid under the tendered rate for item 3.4.3.

The following should be noted in this regard:

- Cellphone, computer and all other equipment costs for the Engineer's Representative is included in the rate tendered for site monitoring (Item 3.2.1)
- Accommodation for the Engineer's Representative (if deemed necessary by the Employer) will be paid for under this item, limited to a maximum of R8 000-00 per month per Engineers Representative and is to be approved by the District Roads Engineer in writing.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>3.4.1</b>	<b>Occupational Health and Safety Services</b>	<b>Prov Sum</b>

The successful Tenderer will, through the Employer's standard quotation process, procure the Occupational Health and Safety Practitioner who will be responsible for acting as the Client's Agent. Payment of the OHS Service Provider will be through this item, at actual cost, as approved by the Employer. The handling fee on this item will be paid under the tendered rate for item 3.4.3, which fee shall include all costs associated with the procurement of the Service Provider.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>4.4.2</b>	<b>Environmental Services</b>	<b>Prov Sum</b>

The successful tenderer will, through the Employer's standard quotation process, procure the services of an Environmental Practitioner who will be responsible for obtaining the necessary environmental authorisations for the works and associated borrow pits, and acting as the ECO for the project. Payment of the Environmental Service Provider will be through this item, at actual cost, as approved by the Employer. The handling fee on this item will be paid under the tendered rate for item 3.4.3, which fee shall include all costs associated with the procurement of the Service Provider.

Note that the responsibility for identifying borrow pits with suitable material for the works vests with the Tenderer, and will be deemed to be included in the tendered rates for Item 1.1.

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>
<b>4.4.4</b>	<b>Handling Fee on Items 3.3.2, 3.4.1 &amp; 3.4.2</b>	<b>%</b>

The tendered percentage mark-up shall be full compensation for all activities associated with the sourcing, management and implementation of the associated disbursements in items 3.3.2, 3.4.1 & 3.4.2.

## APPENDICES

### Appendix A

### Locality Plans

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