



TENDER NO. SCMU10-26/27-0012

**PROFESSIONAL CONSULTING ENGINEERING
SERVICES FOR REHABILITATION OF SELECTED
PROVINCIAL PAVED ROADS
(4 PROJECTS)**

CLOSING DATE AND TIME

11:00 on Monday 28 September 2026

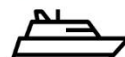
ISSUED BY:

**Eastern Cape Department of
Transport
32 Cowan Close, Flemming Street
Stellenbosch Park Building
Schornville
King Williams Town
5601**

FOR RESPONDENT:

Name of Respondent Entity:

CSD No.:



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TENDER

PART T1: TENDERING PROCEDURES

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**SCMU10-26/27-0012: PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR REHABILITATION OF
SELECTED PROVINCIAL ROADS IN THE EASTERN CAPE (4 Projects)**

T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1.1 TENDER INVITATION

The Department of Transport of the Province of Eastern Cape, as the Employer, hereby invites tenders for the provision of Professional Consulting Engineering Services for rehabilitation of the following provincial roads;

Project No.	District	Road No.	Description	Length (km)
A	Joe Gqabi	MR00672 Part of R390	Rehabilitation of MR00672 Steynsburg to Venterstad RIFSA Class2	73.92km
B	Chris Hani	MR00659 Part of R392	Rehabilitation of MR00659, Queenstown to Dordrecht (RIFSA CLASS 3), (70,0km) in the Chris Hani District.	70km
C	Amathole	MR 00520 Part of R346	Rehabilitation of MR00520, R72 to Zwelitsha & Kingwilliamstown RIFSA Class 3	56,5km
D	Amathole	TR00601 Part of R346	Rehabilitation of TR00601, King Williamstown to N6(Stutterheim) RIFSA Class 2	39km

Tender documents will be available as at 12h00 on Friday, 21 August 2026 free of charge, via download from the Eastern Cape Department of Transport website www.ectransport.gov.za and/or Department of National Treasury eTender Publication <https://www.etenders.gov.za/>.

Tenderers may seek clarification from the Employer in terms of this tender within 7 days from closing date, and the last day for accepting questions will be 21st September 2026. Tenderers will be required to download any addenda issued by the Employer from the Eastern Cape Department of Transport website www.ectransport.gov.za only. Failure to do so will render the tender non-responsive

T1.1.2 TENDER EVALUATION

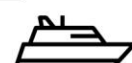
This tender will be evaluated in three (3) phases as follows:

- Phase One: Compliance, eligibility and responsiveness to the bid rules and conditions,
- Phase Two: Bidders passing phase one above will thereafter be evaluated on functionality
- Phase Three: Bidders passing all phases above will thereafter be evaluated in terms of PPPFA

Functionality:

Tenderers must satisfy the eligibility criteria for their tender to be evaluated further.

It is a specific requirement that Tenderers must be able to demonstrate a clear understanding of and competence in project design, management, administration and construction of bituminous surface road upgrade and rehabilitation projects.





Province of the
EASTERN CAPE
TRANSPORT

Tenderers are also required to have a good understanding of the government or municipal environment and procedures, particularly in the roads sector.

The applicable functionality criteria are as follows:

Functionality Criteria	Maximum Points Score
Company Experience	20
Key Personnel and Support Staff	60
Location District 50 / Eastern Cape 30 / Outside Eastern Cape 5	50
Maximum possible score for Functionality	130

A minimum total score of **60 %** must be scored for Functionality to qualify for further evaluation (i.e. 78 out of 130 points).

PPPFA Points:

Preferential Procurement Policy Framework Act (PPPFA) points will be awarded as follows:

Maximum points on price - 80 bids less than R50,000,000 and 90 for bids greater than R50,000,000.00
Maximum points for Preference - 20 bids less than R50,000,000 and 10 points for bids greater than R50,000,000.00
Maximum points - 100 points

T1.1.3 TENDER SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, eligibility, functionality and other tender conditions and rules are detailed in the tender document.

Note: Tender validity period is **90 days**

T1.1.4 TENDER SUBMISSIONS

The completed tender document as well as any supporting information must be submitted on eTender Publication Portal (eSubmission), not later than **11h00 on Monday, 28 September 2026**.

Click on the link to see how to submit your bid proposal on eSubmission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>.

It is the responsibility of the bidder/s to ensure that tender documents /proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000.

T1.1.5 ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

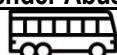
SCM Related Enquiries

Contact: Ms Mketsu, Abongile – Cell No.: 0674112177
Email: Abongile.Mketsu@ectransport.gov.za
Mr. P. Ngikashé – Cell No.: 076 419 8001
Email: philasande.ngikashé@ectransport.gov.za

Technical Enquiries

Mr. N Chingura
076 094 3702
Naun.Chingura@ectransport.gov.za

For Complaints, Fraud, & Tender Abuse: Call: 0800 701 1701



An efficient, safe, sustainable, affordable and accessible transport system

T1.2: TENDER DATA

The tender conditions are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as per CIDB Board Notice No. 136 of 2015 published in Government Gazette No. 38960 of 10 July 2015 and as amended from time to time. (see www.cidb.org.za)

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 refers.

Each item of data given below is cross-referenced to the clause marked “F” in the above-mentioned Standard Conditions of Tender

Clause	Wording / Data
F.1.1.1	The employer is the Department of Transport, Province of the Eastern Cape.
F.1.2	Refer to contents' pages of this document for a complete and comprehensive list of all Tender Documents. NOTE: TENDERERS SHALL NOT ALTER THIS DOCUMENT. Supporting information should be submitted in a separate ring-bound document properly indexed so that relevant information may be easily found during evaluation.
F.1.3.3	Add the following definition to Clause F.1.3.3: “g) Conditions of Tender means the Standard Conditions of Tender as amended in the Tender Data.”
F.1.4	The employer's representative is: Mr Naun Chingura Telephone: 076 094 3702 Electronic mail: Naun.Chingura@ectransport.gov.za
F.1.6	Add the following: “Tenderers should note that this forms part of a batch of four (4) projects, relating to Professional Consulting Engineering Services. Tenderers may tender for one or more of the projects. All tenders will be scored separately. Where it is found that a specific Tenderer is eligible for award of more than one project, the Employer will not award more than one project to such a tendering entity. 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.”
F.2.1	Add the following: “Tenderers may tender for one or more of the contracts. All contracts will be scored separately. Where it is found that a specific tenderer is eligible for award of more than one contract, the employer reserves the right not to award more than one contract to such a tendering entity.

Clause	Wording / Data
F.2.2	Add the following: “The tenderer shall provide Key Persons as listed below as well as in the Contract Data to perform specific duties. Only tenderers who have suitably experienced and qualified Key personnel 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 Leader, Pavement Design Specialist and an Engineer’s Representative for each of the contracts. The Project Leader shall: • be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a minimum of 10 years’ experience of which at least 5 years’ must be post professional registration in design, administration and management of bituminous surface road upgrade and rehabilitation projects; and • be available to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted. The Pavement Design Specialist shall: • be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a minimum of 10 years’ experience of which at least 5 years’ must be post professional registration in bituminous surface road upgrade and rehabilitation pavement design; and • be available to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted. The Engineer’s Representative (during construction stage) shall: • be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a minimum of 5 years’ experience in site supervision of bituminous surface road upgrade and rehabilitation projects and • have completed the NQF level 5 or 7 unit standard for Labour Intensive Construction, obtained from a SAQA accredited institution, • be available to execute the required duties and responsibilities on this Contract, should the tenderer’s offer be accepted. Tenderers must provide proof of the Key Persons’ relevant experience in a <u>detailed and project specific</u> Curriculum Vitae. Failure to attach CERTIFIED copies of relevant qualifications and Professional certificates will deem the tenderer as not meeting the minimum requirements for eligibility and the tender will be regarded as non-responsive. NOTE: 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 duration of the execution of this contract or any part thereof
F.2.7	Tenderers will not be required to attend compulsory briefing sessions

Clause	Wording / Data
F.2.11	Add the following to this Clause: “In order to correct any errors, or to make alterations, or in the event of a mistake having been made in the Pricing Data, it shall be neatly crossed out in non-erasable ink and the authorised signatory to the tender offer shall initial such alterations.”
F.2.12	No alternative offer will be considered.
F.2.13.1 & F.2.13.3	The original and completed tender document (refer Clause F.1.2) shall be returned with all the required information supplied, duly completed in non-erasable ink and in all aspects. The Tender document is NOT TO BE ALTERED . Supporting information should be submitted in a separate ring-bound document properly indexed so that relevant information may be easily found during evaluation. The tender offer shall be submitted without any copies.
F.2.13.5	The Employer's address and identification details are as stated in the Tender Notice and Invitation to Tender.
F.2.13.6	A two-envelope procedure will <u>not</u> be followed.
F.2.13.9	Telegraphic, telephonic, telex, facsimile, e-mailed, posted and late tenders will not be accepted.
F.2.15.1 & F.2.15.2	The closing date and time 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.
F.2.16.1 & F.2.16.2	The tender offer validity period is 90 days
F.2.23	The Tenderer is required to submit with his tender all the documents, schedules and certificates as listed under T2 Returnable Documents of this document.
F.3.1.1	Amend the wording “five working days” to read “seven working days.” Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 16h30 and shall exclude Saturdays, Sundays and all gazetted public holidays.
F.3.2	Amend the wording “three days” to read “three working days.”
F.3.4.1	The time and place for the opening of valid tender submissions are stated in the Tender Notice and Invitation to Tender.
F.3.5	A two-envelope procedure will <u>not</u> be followed.
F.3.8.2	Amend the contents of Clause F.3.8.2 to read as follows: “A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification. A material deviation or qualification is one which, in the employer's opinion, would: (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Works, (b) significantly change the employer's or the tenderer's risks and responsibilities under the

Clause	Wording / Data										
	contract, or (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified, or (d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements, or (e) result in the tenderer not meeting the minimum points for functionality. 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, qualification or reservation <u>Eligibility</u> In addition to the above and in compliance with the requirements of Clause F.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, qualifications and Professional Registration (where applicable), the tender shall be regarded as non-responsive. Tenderers shall provide proof of the Key Persons' relevant experience in a <u>detailed Project specific Curriculum Vitae</u>. Failure to attach Certified Copies of relevant qualifications and Professional certificates will deem the tenderer as not meeting the minimum requirements for eligibility and the tender will be regarded as non-responsive. <u>Functionality</u> Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet a minimum Functionality Score of 60% (78 points) out of a maximum of 130 points based on the criteria listed below. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, zero points will be awarded for that particular item. Tenders scoring less than 60% for Functionality shall be regarded as non-responsive. The applicable functional criteria are as follows: <table border="1" data-bbox="405 1344 1422 1518"> <thead> <tr> <th>Functionality Criteria</th><th>Maximum Points Score</th></tr> </thead> <tbody> <tr> <td>Company Experience</td><td>20</td></tr> <tr> <td>Key Personnel and Support Staff</td><td>60</td></tr> <tr> <td>Location District 50 / Easterncape30 / Outside Eastern Cape 5</td><td>50</td></tr> <tr> <td>Maximum possible score for Functionality</td><td>130</td></tr> </tbody> </table> Note that Functionality points are only used to determine responsiveness and will not be used any further in the evaluation. Functionality points will be awarded for the following categories: <u>Company Experience (max 20 points)</u> The maximum score for company experience shall be 20 points. Bidders shall provide details (including reference letters confirming completion and contactable references and appointment letter) of similar projects currently in progress or carried out in the past ten years in the following two categories: a) Bituminous surface road upgrade projects (<u>max 10 points</u>) b) Bituminous surface road rehabilitation projects (<u>max 10 points</u>)	Functionality Criteria	Maximum Points Score	Company Experience	20	Key Personnel and Support Staff	60	Location District 50 / Easterncape30 / Outside Eastern Cape 5	50	Maximum possible score for Functionality	130
Functionality Criteria	Maximum Points Score										
Company Experience	20										
Key Personnel and Support Staff	60										
Location District 50 / Easterncape30 / Outside Eastern Cape 5	50										
Maximum possible score for Functionality	130										

Clause	Wording / Data						
	(2,5) points will be awarded for each confirmed project up to a maximum of 10 points per category. A minimum of four (4) confirmed projects must therefore be submitted per category in order to achieve the full 10 points per category in (a) and (b) above. In order to get points for company experience the bidder is required to submit the appointment letters and reference letters from the clients <u>Key Personnel (max 60 points)</u> The maximum score based on the experience of the proposed key personnel shall be 60 points It is essential that the Consultant provides suitably qualified personnel to carry out the project. The Key Persons shall consist of a professionally registered Project Leader (Pr Eng or Pr Tech Eng), a professionally registered Pavement Design Specialist (Pr Eng or Pr Tech Eng) and a professionally registered Engineer`s Representative (Pr Eng or Pr Tech Eng). • <u>Project Leader (max 20 points)</u> The Project Leader will be the person taking overall responsibility for the project and ensuring that the strategic objectives are set and achieved. It is essential that the Project Leader has experience in the design, administration and management of bituminous surface road upgrade and rehabilitation projects and also has a good understanding of the local /provincial government operating environment. Should the Project Leader meet the eligibility criteria stipulated in Clause F2.1, points will be awarded as follows: - Has 10 Years or more experience (as described above) of which at least 5 years must be post professional registration (<u>max 10 points</u>) <table><tr><td>10 Years' Experience</td><td>=</td><td>5 points</td></tr><tr><td>15 Years' Experience</td><td>=</td><td>10 points</td></tr></table> Points awarded on a pro-rata basis (1 point per year) from 10 years to 14 years - Number of projects implemented (<u>max 10 points</u>) Design, administration and management of bituminous surface road upgrade and rehabilitation projects Points will be awarded at two (2) points per project, to the maximum of ten (10) points. • <u>Pavement Design Specialist (max 20 points)</u> The Pavement Design Specialist will be responsible for designing the suitable rehabilitation method to be used in order to achieve a minimum pavement design life of ten (10) years. It is essential that the Pavement Design Specialist has experience in bituminous surface road upgrade and rehabilitation pavement design. Should the Pavement Engineer meet the eligibility criteria stipulated in Clause F2.1, points will be awarded as follows: - Has 10 Years or more experience (as described above) of which at least 5 years must be post professional registration (<u>max 10 points</u>)	10 Years' Experience	=	5 points	15 Years' Experience	=	10 points
10 Years' Experience	=	5 points					
15 Years' Experience	=	10 points					

Clause	Wording / Data
	10 Years' Experience = 5 points 15 Years' Experience = 10 points Points awarded on a pro-rata basis (1 points per year) from 10 years to 14 years - Number of projects implemented (<u>max 10 points</u>) Design of bituminous surface road upgrade and rehabilitation pavements Points will be awarded at two (2) points per project, to the maximum of ten (10) points. • <u>Engineer's Representative (during construction stage) (max 20 points)</u> The Engineer's Representative will be the person full-time on site responsible for observing the execution of the Works during the construction stage and ensuring that the quality standards set by the Design Specialist and Project Leader are adhered to during the construction stage. It is essential that the Engineer's Representative has experience in site supervision of bituminous surface road upgrade and rehabilitation projects and also has a good understanding of the local /provincial government operating environment. Should the Engineer's Representative meet the eligibility criteria stipulated in Clause F2.1, points will be awarded as follows: - Has 5 Years or more experience (as described above) since a minimum of 5 years' experience is required to be eligible (<u>max 10 points</u>) 5 Years' Experience = 5 points 10 Years' Experience = 10 points Points awarded on a pro-rata basis (1 points per year) from 5 years to 9 years - Number of projects implemented (<u>max 10 points</u>) Site supervision of bituminous surface road upgrade and rehabilitation projects. Points will be awarded at two (2) points per project, to the maximum of ten (10) points. The Engineer's Representative must have completed the NQF level 5 or 7 unit standard for Labour Intensive Construction, obtained from a SAQA accredited institution <u>Locality of the Engineering Firm (max 50 points)</u> • Engineering Firm based in the District in which bidder proposes to undertake work (50points) • Engineering Firm based outside the District in which bidder proposes to undertake work but within Eastern cape (30points) • Engineering Firm based outside Eastern Cape (5 points) Proof of the location of the firm will be taken as the Preferred Address indicated on the Tenderers CSD Report during the course of evaluation period.
F.3.11.1	Tenders will be evaluated in terms of the Conditions of Tender as well as the Employer's latest Supply Chain Management Policy. The method for the evaluation of responsive tenders shall be Method 2: Financial Offer and Preference as described under Clause F.3.11.3.

Clause	Wording / Data								
F.3.11.7	The financial offer shall be scored using Formula 2, Option 1 within Table in F.3.11.7 with the value of $W_1 = 80$.								
F.3.11.8	The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer, and Preferences). <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 for the 80/20 evaluation points system, 90 for the 90/10 evaluation points system</td></tr> <tr> <td>Preferential Component</td><td>20 for the 80/20 evaluation points system, 10 for the 90/10 evaluation points system</td></tr> <tr> <td>Total evaluation points</td><td>100</td></tr> </tbody> </table> Calculation of Points for Price (Max = 80 points) (P_s) The points scored for Price will be calculated using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ 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. The 80/20 evaluation points system: Is applicable where financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R 50 000 000.00. The 90/10 evaluation points system: Is applicable where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R 50 000 000.00. Calculation of Total Points scored Total Score = $P_s + N_{EP}$		Maximum number of tender evaluation points	Price Component	80 for the 80/20 evaluation points system, 90 for the 90/10 evaluation points system	Preferential Component	20 for the 80/20 evaluation points system, 10 for the 90/10 evaluation points system	Total evaluation points	100
	Maximum number of tender evaluation points								
Price Component	80 for the 80/20 evaluation points system, 90 for the 90/10 evaluation points system								
Preferential Component	20 for the 80/20 evaluation points system, 10 for the 90/10 evaluation points system								
Total evaluation points	100								
F.3.13.1	Tender offers will only be acceptable if: - Tenderers must be registered on the Central Supplier Database at National Treasury prior to the Award of a tender, and the tenderer's Tax status must be compliant; (this is applicable to all parties in a joint venture) - the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not abused the Employer's Supply Chain Management System; - the tenderer has not failed to perform on any previous contract with the Employer; - the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable; - the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); - the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); - all relevant certified information is submitted with the Tender; - all other Tender Conditions are complied with.								

Clause	Wording / Data
	j) The tenderers key personnel comply with eligibility criteria as per F2.1 in the Tender Data. k) Tenderers are to meet the minimum Functionality requirement specified in Clause F3.8.2 l) has, in terms of the Construction Regulations (2014) and the Occupational Health and Safety Act (1993), the necessary competencies and resources to carry out the work safely Add the following: “Acceptance of the tender offer will be subject to the provisions of Clause F.1.6 and F.2.1.” Note that the successful Tenderer will be required to submit a valid Letter of Good Standing from the Compensation Commissioner or FEMA within 21 days of receipt of Letter of Award.
F.3.17	Only one copy of the signed contract shall be provided by the employer.

TENDER

PART T2: RETURNABLE DOCUMENTS

T2.1	LIST OF RETURNABLE DOCUMENTS AND SCHEDULES	16
T2.2	RETURNABLE DOCUMENTS AND SCHEDULES	17

T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The original and completed tender document (refer clauses F.1.2 and F.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 Returnable Forms 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 fraudulent /wilful misrepresentation by that tenderer to induce the Contract. In such event the Employer has the discretionary right under Clause 8.4 of the Conditions of Contract to terminate the Contract. The Employer will also take steps to have such tenderer Registered as a Tender Defaulter in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

1. RETURNABLES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1A Certificate of Attendance at Compulsory Clarification Meeting (if Compulsory Clarification Meeting is applicable per Tender Notice) (**Not applicable for this tender**)
- 1B Joint Venture / Consortium Disclosure Form
- 1C Authority for Signatory
- 1D Schedule of Variations and Deviations
- 1E Certificate of B-BBEE status or Sworn Affidavit if applicable.

- 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 Registration

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

T2.2: RETURNABLE DOCUMENTS AND SCHEDULES

1A: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

(if Compulsory Clarification Meeting is applicable per Tender Notice)

(No Clarification Meeting Applicable for this tender)

This is to certify that I,, representative of (tenderer)

.....

.....

of (address)

.....

Telephone Number:

Facsimile Number:

Electronic mail:

attended the Compulsory Clarification Meeting held on (date and time)

I further certify that I am satisfied with the description of the work and that I understand the work to be done, as specified and implied, in the execution of this Contract.

Tenderer's Representative: (Signature)

..... (Name)

Employer's Representative: (Signature)

..... (Name)

1B: JOINT VENTURE / CONSORTIUM DISCLOSURE FORM

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 has 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

NOTE: The bidder of each company to a consortium /joint venture must be registered on the Central Supplier Database (CSD) prior to award. (see Returnable Form 10)

1C: AUTHORITY FOR SIGNATORY

The Tenderer shall attach to this page a Certificate of Authority for Signatory on their company letterhead unless a One person business/ sole proprietary

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 this tender.

In the event that the Tenderer is a joint venture or consortium, a certificate, similar to the example below, is required from each member of the joint venture or consortium (on their respective Letterheads) clearly setting out the following:

- a) authority for signatory, ***unless a One person business/ sole proprietor***
- 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 F.2.13.4 of the Conditions of Tender.

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 at (insert place)
on(insert date), Mr /Ms, whose signature appears
below, has been duly authorised to sign all documents in connection with this tender for Contract No (insert Contract No and
Description) **SCMU10-**.....,
and any contract which may arise therefrom on behalf of (insert name of tendering entity in block capitals)

SIGNATURE ON BEHALF OF THE COMPANY: _____ Name (print) _____

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF DULY AUTHORISED SIGNATORY:

WITNESSES:

(1)
Signature Name (Print)

(2)
Signature Name (Print)

1D: SCHEDULE OF VARIATIONS OR DEVIATIONS

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 3.8 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
--

NOTE: THIS FORM IS ONLY TO BE COMPLETED IF THE TENDERING ENTITY IS AN EXEMPTED MICRO ENTERPRISE, WITH AN ANNUAL TURNOVER OF LESS THAN R10 MILLION.

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);

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

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. 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.
6. 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****YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT**TENDER NUMBER: **SCMU10-26/27-0012** CLOSING DATE: **Monday, 28 September 2028** CLOSING TIME: **11h00**DESCRIPTION: **Professional Consulting Engineering Services for Rehabilitation of Selected Provincial Roads in the Eastern Cape (4 Projects)**TENDER VALIDITY PERIOD: **90 Days****The successful tenderer will be required to fill in and sign a written Contract (Form of Offer and Acceptance)**

Completed tender documents and any supporting documentation, must be submitted on eTender Publication Portal (eSubmission)

Bidder/s to ensure that tender documents /proposals are submitted on or before closing time. Any technical queries with regard to eSubmission must be directed to National Treasury @ etenders@treasury.gov.za / +27(0)12 406 9222 / 012 406-9229 / 012 312-5000.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER: CODE: NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER: CODE: NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS PROOF OF CENTRALISED SUPPLIER DATABASE REGISTRATION BEEN SUBMITTED? **YES / NO**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (ECBD 6.1) **YES / NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)☐

A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

(AN ORIGINAL VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR CERTIFIED COPY THEREOF MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? **YES / NO**

[IF **YES** ENCLOSE PROOF]

ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:

..:

Contact Person: Ms Mketsu, Abongile
Tel: 0674112177
E-mail address: Abongile.Mketsu@ectransport.gov.za

Contact Person: Mr. P. Nqikashe
Tel: 076 419 8001
E-mail address: Philasande.nqikashe@ectransport.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. N Chingura
Tel: 076 094 3702
E-mail address: Naun.Chingura@ectransport.gov.za

1G: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

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 attached SBD6.1 must 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 five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

1H: DECLARATION OF INTEREST**Form SBD 4**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his / her authorised representative declare his / her position in relation to the evaluating/adjudicating authority where:

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

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

2.1 Full Name of tenderer or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

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.

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

2.7.1 If so, furnish the following particulars:

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

.....

.....

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

.....

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

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

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

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

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

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?

YES / NO

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? **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 tendering for this contract?

If so, furnish particulars:

.....

.....

.....

3. Full details of directors / trustees / members / shareholders².

Full Name	Identity Number	Personal Tax Reference Number	State ¹ Employee Number / Persal Number

Notes:¹ "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.

² "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.

DECLARATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
..
Signature

.....
..
Date

.....
..
Position

.....
..
Name of Tenderer

**1I: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**
SBD 6.1
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of these bids may or may **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20 and 90/10** preference point systems shall be applicable; or

b) The 80/20 and 90/10 preference point systems will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS	POINTS
PRICE	80	90
Preference	20	10
Total points for Price and Preference must not exceed	100	100

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.

- (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;

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

80/20 or **90/10**

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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:

5. **The points for specific goals will be distributed as per the table below.**

PREFERENTIAL SPECIFIC GOALS POINTS TABLE			
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	
Specific Goals:			
Black ownership	5	2.5	% ownership as per CIPC / CSD
Woman ownership	5	2.5	% ownership as per CIPC / CSD
Locality: -			

(a) Company Head office based in the Eastern Cape (stated in the Company Profile and verified on CSD)	10	5	Preferred address in the CSD report
(b) Regional Office in the Eastern Cape. Office is required to be fully operational, staffed and verifiable on CSD. Provide Staffing component.	6	3	Address on the CSD Report
(c) Outside Eastern Cape no satellite office in Eastern Cape:	2	1	All addresses outside the Easterncape province

6. **BID DECLARATION**

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

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

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

8. **SUB-CONTRACTING**

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

(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8.1.1 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		
OR		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium☐ One person business/sole proprietor☐ Close corporation☐ Company☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

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

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

9.8 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(S) OF BIDDERS(S)

DATE

ADDRESS

.....

.....

1J: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

Form SBD 8

1. This Standard Tendering Document must form part of all tenders invited.
2. It serves as a declaration to be used by the Employer in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
3. The tender of any tenderer may be rejected / disregarded if that tenderer, or any of its directors have:
 - a) abused the employer's / entity's Supply Chain Management System or been guilty of any improper conduct in relation to such system;
 - b) been convicted of fraud, corruption or any other improper conduct in relation to such system during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply shall result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	Is the tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za)	Yes	No
	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	Yes	No
	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court	Yes	No

ITEM	QUESTION	RESPONSE	
	of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
	If so, furnish particulars:		
	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4	If so, furnish particulars:		

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

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

I, the undersigned, in submitting the accompanying tender:

**SCMU10-26/27-0012: PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR REHABILITATION OF
SELECTED PROVINCIAL ROADS IN THE EASTERN CAPE (4 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

1L: PERSONNEL SCHEDULE

Only Tenderers who have suitably experienced and qualified Key Persons and other Support Personnel available in their full-time employ, or already directly contracted or will be contractually committed to only this one Tenderer (in the event that the Tenderer wins this bid) and 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 and Support Staff 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 Key Personnel not be in the full time employ of the Tenderer, a letter of confirmation from the proposed Key Personnel 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.

PERSON	NAME	QUALIFICATION	PROF. REGISTRATION & NUMBER	NQF LEVEL in LABOUR INTENSIVE CONSTR.	YEARS OF APPLICABLE EXPERIENCE
Project Leader					
Pavement Design Specialist					
Engineer's Representative					

Detailed and project specific Curricula Vitae for all proposed Personnel shall accompany and be attached to this tender, 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:

- a) Personnel's date of birth.
- b) Personnel's full academic and educational qualifications and date obtained.
- c) 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 contactable telephone numbers.
- f) Detailed and project specific records related to previous experience in the project categories as listed in F3.8.2, from which the Employer can clearly determine the number of projects per category and also the duration of the project.

Failure to comply with all of the above requirements shall be regarded as a material deviation or qualification and the tender shall be declared 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

1M: COMPANY EXPERIENCE

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience and expertise to undertake a project of this nature. Bidders shall provide details (including traceable references) of similar projects currently in progress or carried out in the past ten years in the following two categories:

- a) Bituminous surface road upgrade projects
- b) Bituminous surface road rehabilitation projects

(a) BITUMINOUS SURFACE ROAD UPGRADE PROJECTS			
PROJECT DESCRIPTION	YEAR COMPLETED	FEE VALUE	EMPLOYER REFERENCE Include Contact Tel. No.

(b) BITUMINOUS SURFACE ROAD REHABILITATION PROJECTS			
PROJECT DESCRIPTION	YEAR COMPLETED	FEE VALUE	EMPLOYER REFERENCE

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

1N: COMPANY REGISTRATION AND CIPRO FORMS

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

Copies of ID's of all Directors or members of a company must be submitted with the bid document.

Signed
.....

Date

Name
.....

Position

Tenderer

10: CENTRAL SUPPLIER DATABASE REGISTRATON

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:

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

2A: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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 their insurance cover and attach to this page a copy of proof of the stated Professional Indemnity cover:

NB: If the requested information is not provided then the Tender shall be deemed non-responsive and rejected

(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:

NB: Proof of the insurance cover as required of the successful tenderer in clause 5.4.1 in Section C1.2 must be provided within 14 days of award of this contract.

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 C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE	47
C1.2	CONTRACT DATA	53

C1.1: FORM OF OFFER AND ACCEPTANCE**(AGREEMENT)****C1.1.1 OFFER**

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

CONTRACT NO: SCMU10-26/27-0012

**PROFESSIONAL CONSULTING ENGINEERING SERVICES FOR REHABILITATION OF SELECTED PROVINCIAL
ROADS IN THE EASTERN CAPE (4 Projects)**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

**SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN
THE JOE GQABI DISTRICT**

.....
.....
..... Rand (in words); R (in figures)

AND /OR:

**SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0km) IN
THE CHRIS HANI DISTRICT**

.....
.....
..... Rand (in words); R (in figures)

AND /OR:

**SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3
56,5KM IN THE AMATHOLE DISTRICT**

.....
.....
..... Rand (in words); R (in figures)

AND /OR:

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT**

.....
.....
..... Rand (in words); R (in figures)

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

For the **Tenderer:**Signature and Name of **Witness:**.....
Signature.....
Signature

:

.....
Name.....
Name.....
Capacity.....
DateName and Address of Organisation:
.....
.....
.....
.....

C1.1.2 ACCEPTANCE

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

The terms of the Contract are contained in:

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

Part C4: Site Information

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

ACCEPTANCE of Offer **Schedule A** or **Schedule B** or **Schedule C** or **Schedule D** (delete where not applicable)

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

**Department of Transport
Province of the Eastern Cape
Private Bag X0023
Bhisho
5605**

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

C1.1.3 SCHEDULE OF DEVIATIONS: Schedule A or Schedule B or Schedule C or Schedule D (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 Tender Schedules, as well as any confirmation, clarification or change 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:

..... Signature

..... Name

..... Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

..... Witness Signature

..... Witness Name

..... Date

For the Employer:

.....

.....

.....

Name and Address of Organisation

Department of Transport**Province of the Eastern Cape****Private Bag X0023****Bhisho****5605**

.....

.....

.....

C1.2: CONTRACT DATA

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.

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
1.1	<u>Employer</u> The Employer is the Department of Transport, Province of the Eastern Cape (DoT).
1.2.	The authorized and designated representative of the employer is: Mr Naun Chingura Telephone: 076 094 3702 Electronic mail: Naun.Chingura@ectransport.gov.za
1.3.	<u>Project</u> Professional Consulting Engineering Services for Rehabilitation of Selected Provincial Roads.in the Eastern Cape Province. A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2 39KM IN THE AMATHOLE DISTRICT
1.4.	<u>Period of Performance</u> These contracts will comprise a design stage, followed by tender and construction phases. Once designs are completed, projects will be phased in as and when budget becomes available, and the duration of the construction phases may therefore continue over the, subject to funding becoming available up to practical

Clause	Description / Wording
	completion of the construction phase
1.5	<u>Start Date</u> The Start Date is when the Agreement comes into effect (Refer Form of Offer and Acceptance).
1.6.	Add the following new definition to Clause 1: <u>“Conditions of Contract</u> The General Conditions of Contract as amended in the Contract Data.”
3.5	The location of the project is indicated in Part C4: Site Information.
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 written approval of the Employer.
3.11	Add the following to this Clause: “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.
3.12.1	The penalty payable is R 1 000 per Calendar 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 – CPI headline year-on-year rate”.
3.17	Add the following new Clause 3.17: “Price adjustment to tendered rates for inflation Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below: (i) The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation. (ii) On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year 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. (iii) Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed. Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
4.3.2	The authorised and designated representatives of the Employer are as listed in Clause 1.2

Clause	Description / Wording
5.4.1	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. The Service Provider is required to provide the following insurances: 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 b) Insurance against General Public Liability Cover is: R 10 million Period of cover: From the Start Date up to the completion of the Contract c) Third Party Liability Cover is: R10 million Period of cover: From the Start Date up to the completion of the Contract
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking / effecting any of the following actions: • Appointing / utilising any other authorised and designated representative not listed and approved of by name in the Contract (Refer also Clause 5.3 and Part 2: Data Provided by the Service Provider). • Appointing / utilising any other Key Persons not listed and approved of by name in terms of the Contract. (Refer also Form 1L: Key Personnel Schedule). • Appointing / utilising Subcontractors for the performance of any part of the Service. • Expending any Provisional Sum stated in the Contract. • Over-expenditure on the Contract. • Changing / amending the Scope of Work (including the Contract Period). • Making statements to the media regarding the Project.
7.1.2	Key Persons shall consist of a Project Leader, Pavement Design Specialist and an Engineer's Representative for each of the contracts. The Project Leader shall: • be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a minimum of 10 years' experience of which at least 5 years' must be post professional registration in design, administration and management of bituminous surface road upgrade and rehabilitation projects; and • be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted. The Pavement Design Specialist shall: • be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a 10 years' experience of which at least 5 years' must be post professional registration in bituminous surface road upgrade and rehabilitation pavement design; and • be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted. The Engineer's Representative (during construction stage) shall:

Clause	Description / Wording
	• be registered as a Professional Engineer or Professional Engineering Technologist under the Engineering Profession Act (Act 46 of 2000), and be suitably and verifiably experienced with a minimum of 5 years' experience in site supervision of bituminous surface road upgrade and rehabilitation projects and • have completed the NQF level 5 or 7 unit standard for Labour Intensive Construction, obtained from a SAQA accredited institution, • be available to execute the required duties and responsibilities on this Contract, should the tenderer's offer be accepted.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) days of the Start Date.
8.3	Forces Majeure: the pandemic coronavirus Covid-19 will not automatically be considered a Forces Majeure. Costs for PPE requirements for Key Persons and support staff will be deemed to be included in the tendered rates.
8.4.3 (c)	The period of suspension under this Clause shall be three (3) 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 Adjudication.
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.	The Service Provider is:
1.	The Service Provider's address for receipt of communications and notices is: Address (Postal): Address (Physical): Telephone Number (Work): Telephone Number (After Hours): Facsimile Number: Electronic Mail Address (E-mail):

Clause	Description / Wording												
5.3	The authorised and designated representative of the Service Provider is: Name: The postal address for receipt of communications is: Telephone No: Cellular Phone No: Facsimile No: Electronic Mail Address (E-mail):												
5.5 and 7.1.2	The Key Persons and their functions in relation to the Services are: <table border="1"> <thead> <tr> <th><i>Position</i></th><th><i>Name</i></th><th><i>Specific Duties</i></th></tr> </thead> <tbody> <tr> <td>Project Leader</td><td></td><td></td></tr> <tr> <td>Pavement Design Specialist</td><td></td><td></td></tr> <tr> <td>Engineers Representative</td><td></td><td></td></tr> </tbody> </table>	<i>Position</i>	<i>Name</i>	<i>Specific Duties</i>	Project Leader			Pavement Design Specialist			Engineers Representative		
<i>Position</i>	<i>Name</i>	<i>Specific Duties</i>											
Project Leader													
Pavement Design Specialist													
Engineers Representative													

CONTRACT**PART C2: PRICING DATA**

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C2.1: PRICING INSTRUCTIONS

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

Unit:	The unit of measurement for each item of work as defined in the Scope of Works.
Quantity:	The number of units of work for each item as provided by the Employer.
Rate:	The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Provisional Sum:	An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.
Prime Cost:	Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

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

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

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

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

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

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

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

C2.1.6 Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.
- On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the 12-month year on year 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.
- Adjustment of lump sum prices for escalation shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.

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

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

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

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

- The actual amounts paid (or due to be paid) by the Service Provider under the Sum, and
- An item for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, tendered in the Pricing Schedule. Provided that for Prime Cost Sums only, where a percentage mark-up or lump sum mark-up is tendered, which shall exclude profit.

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

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

C2.1.9 Subject to the conditions stated in Clause C2.1.10 below, the rates and lump sums filled in by the Tenderer in the Pricing Schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates and the lump sums will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the Pricing Schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the Contract. In their own interest Tenderers must make doubly sure of the correctness of their tendered rates and lump sums, the extensions and the tender sum.

C2.1.10 A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

- C2.1.11 All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
- C2.1.12 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.

C2.2: PRICING SCHEDULE A

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT
A. PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)

	Basic fee for normal services in the discipline for a <u>road rehabilitation project</u> in terms of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as published in Government Gazette No. 44333 of 26 March 2021 Employer's estimated cost of works (excl. VAT) <u>Basic fee calculation:</u> Primary Fee = Secondary Fee = (R459 440 000,00 x 6.5%) Sub-total Basic Fee = Basic Fee factor Total Basic Fee =	R 554 400 000.00 R 7 065 000.00 R29 863 600,00 R36 928 600,00 1.15 R42 467 890,00			
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.1	Fee-based stages of services:				
	(a) Project Assessment	%	R2 123 394,50		
	(b) Preliminary Design	%	R10 616 972,50		
	(c) Detail Design	%	R10 616 972,50		
	(d) Tender Documentation and Procurement	%	R6 370 183,50		
	(e) Administration and Monitoring of the Works Contract	%	R10 616 972,50		
	(f) Close Out	%	R2 123 394,50		
SUBTOTAL A CARRIED FORWARD TO SUMMARY					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

B. INVESTIGATIONS FOR DESIGN DEVELOPMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.2	Survey Services:				
	(a) Survey services during design stage	prime cost (PC)	1	R 770 000.00	R 770 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.2(a)	lump sum (LS)	1		
3.10.3	Traffic Monitoring Services:				
	(a) Traffic monitoring services during design stage	prime cost (PC)	1	R 200 000.00	R 200 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.3(a)	lump sum (LS)	1		
3.10.4	Environmental Services:				
	(a) Environmental services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 800 000.00	R 800 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.4(a)	lump sum (LS)	1		
3.10.6	Pavement / Materials Investigation and Testing Services:				
	(a) Pavement / materials investigation services during design stage	prime cost (PC)	1	R 1 140 000.00	R 1 140 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.6(a)	lump sum (LS)	1		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
3.10.7	Occupational Health and Safety Obligations Services:				
	(a) Occupational health and safety obligations services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 900 000.00	R 900 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.7(a)	lump sum (LS)	1		
3.10.8	Road Safety Audit Services:				
	(a) Road safety audit services during design stage	prime cost (PC)	1	R 400 000.00	R 100 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.8(a)	lump sum (LS)	1		
SUBTOTAL B CARRIED FORWARD TO SUMMARY					

C. ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.9	Establishment of Supervisory Personnel and Office Equipment on Site:				
	(a) Relocation costs of individual supervisory personnel	prime cost (PC)	1	R 50 000.00	R 50 000.00
	(b) Handling cost and profit in respect of subitem 3.10.9(a)	%	R 50 000.00		
	(c) Establishment of office equipment	lump sum (LS)	1		
3.10.10	Monitoring of the Works Contract:				
	(a) Full-time site supervisory personnel	provisional sum (PS)	1	R 15 000 000	R 15 000 000.00
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(b) Additional overhead costs and profit in respect of subitem 3.10.10(a)	%	R 15 000 000.00		
	(c) Provision and monthly cost of office equipment	month	30		
	(d) Accommodation for site supervisory personnel	provisional sum (PS)	1	R 1 050 000.00	R 1 050 000.00
	(e) Handling costs and profit in respect of subitem 3.10.10(d)	%	R 1 050 000.00		
	(f) Administration and Monitoring of the Works Contract for extended Works Contract	month	6		
3.10.11	Transport for site supervisory personnel:				
	(a) Travelling to perform duties	km	450 000		
SUBTOTAL C CARRIED FORWARD TO SUMMARY					

D. ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.12	Additional services / duties by the Service Provider:				
	(a) Personnel cost:				
	(i) Category A	hr	50		
	(ii) Category B	hr	250		
	(iii) Category C	hr	350		
	(iv) Category D	hr	450		
	(b) Travelling to perform additional services / duties	km	50 000		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Disbursements to perform additional services / duties	prime cost (PC)	1	R 100 000.00	R 100 000.00
	(d) Handling cost and profit in respect of subitem 3.10.12(c)	%	R 100 000.00		
3.10.13	Special Services and Specialist Advice:				
	(a) Personnel cost for services or advice provided by Service Provider:				
	(i) Category A	hr	20		
	(ii) Category B	hr	150		
	(iii) Category C	hr	200		
	(iv) Category D	hr	250		
	(b) Services or advise procured by Service Provider	prime cost (PC)	1	R 500 000.00	R 500 000.00
	(c) Handling cost and profit in respect of subitem 3.10.13(b)	%	R 500 000.00		
SUBTOTAL D CARRIED FORWARD TO SUMMARY					

E. QUALITY CONTROL OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.14	Works Contract Quality Control:				
	(a) Provision of a fully operational laboratory during administration and monitoring of the works contract stage	prime cost (PC)	1	R 10 000 000.	R 10 000 000.00
	(b) Handling cost and profit in respect of subitem 3.10.14(a)	%	R 10,000,000.00		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Off-site materials testing	prime cost (PC)	1	R 500 000.00	R 500 000.00
	(d) Handling cost and profit in respect of subitem 3.10.14(c)	%	R 500 000.00		
	(e) Part-time survey services during administration and monitoring of the works contract stage	prime cost (PC)	1	R 500 000.00	R 500 000.00
	(f) Handling cost and profit in respect of subitem 3.10.14(e)	%	R 500 000.00		
SUBTOTAL E CARRIED FORWARD TO SUMMARY					

SCHEDULE A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT (continue....)

SUMMARY OF PRICING SCHEDULE A		
ITEM	DESCRIPTION	AMOUNT
A	PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)	
B	INVESTIGATIONS FOR DESIGN DEVELOPMENT	
C	ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT	
D	ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE	
E	QUALITY CONTROL OF THE WORKS CONTRACT	
SUBTOTAL 1 (A+B+C+D+E)		
PROVISION FOR CONTINGENCIES (Add 5% of SUBTOTAL 1)		
PROVISION FOR ESCALATION (Add 5% of SUBTOTAL 1)		
SUBTOTAL 2		
VALUE ADDED TAX (VAT) (Add 15% of Subtotal 2)		
TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

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.

Signature:.....

Date:.....

Name:.....

Position:

Tenderer:.....

C2.2: PRICING SCHEDULE B

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT
A. PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)

	Basic fee for normal services in the discipline for a <u>road rehabilitation project</u> in terms of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as published in Government Gazette No. 44333 of 26 March 2021 Employer's estimated cost of works (excl. VAT) <u>Basic fee calculation:</u> Primary Fee = Secondary Fee = (R430 040 000,00 x 6.5%) Sub-total Basic Fee = Basic Fee factor Total Basic Fee =	R525 000 000,00 R 7 065 000.00 R27 952 600,00 R35 017 600,00 1.15 R40 270 240,00			
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.1	Fee-based stages of services:				
	(a) Project Assessment	%	R2 013 512,00		N/A
	(b) Preliminary Design	%	R10 067 560,00		N/A
	(c) Detail Design	%	R10 067 560,00		N/A
	(d) Tender Documentation and Procurement	%	R6 040 536,00		N/A
	(e) Administration and Monitoring of the Works Contract	%	R10 067 560,00		
	(f) Close Out	%	R2 013 512,00		
SUBTOTAL A CARRIED FORWARD TO SUMMARY					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

B. INVESTIGATIONS FOR DESIGN DEVELOPMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.2	Survey Services:				
	(a) Survey services during construction Monitoring	prime cost (PC)	R800 000.00		R800 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.2(a)	lump sum (LS)	1		
3.10.3	Traffic Monitoring Services:				
	(a) Traffic monitoring services during design stage	prime cost (PC)	1		N/A
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.3(a)	lump sum (LS)	1		N/A
3.10.4	Environmental Services:				
	(a) Environmental services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 880 000.00	R 880 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.4(a)	lump sum (LS)	1		
3.10.6	Pavement / Materials Investigation and Testing Services:				
	(a) Pavement / materials investigation services during design stage	prime cost (PC)	1	N/A	N/A
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.6(a)	lump sum (LS)	1	N/A	N/A
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
3.10.7	Occupational Health and Safety Obligations Services:				
	(a) Occupational health and safety obligations services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 1 000 000.00	R 1 000 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.7(a)	lump sum (LS)	1		
3.10.8	Road Safety Audit Services:				
	(a) Road safety audit services during design stage	prime cost (PC)	1	R 350 000.00	R 350 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.8(a)	lump sum (LS)	1		
3.10.9	Phase/ stage Discontinuity:				
	(a). Review of Detailed designs and contract documentation	lump sum (LS)	1		
	(b). Work and Engagements with original designer	Prime cost (PC)	1		R 2 000 000.00
	(c). Handling Cost subitem (3.10.09(b))	%			
SUBTOTAL B CARRIED FORWARD TO SUMMARY					

C. ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.9	Establishment of Supervisory Personnel and Office Equipment on Site:				
	(a) Relocation costs of individual supervisory personnel	prime cost (PC)	1	R 50 000.00	R 50 000.00
	(b) Handling cost and profit in respect of subitem 3.10.9(a)	%	R 50 000.00		
	(c) Establishment of office equipment	lump sum (LS)	1		

3.10.10	Monitoring of the Works Contract:				
	(a) Full-time site supervisory personnel	provisional sum (PS)	1	R 13000 000.00	R 13 000 000.00
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(b) Additional overhead costs and profit in respect of subitem 3.10.10(a)	%	R 13000 000.00		
	(c) Provision and monthly cost of office equipment	month	30		
	(d) Accommodation for site supervisory personnel	provisional sum (PS)	1	R 840 000.00	R 840 000.00
	(e) Handling costs and profit in respect of subitem 3.10.10(d)	%	R 840 000.00		
	(f) Administration and Monitoring of the Works Contract for extended Works Contract	month	5		
3.10.11	Transport for site supervisory personnel:				
	(a) Travelling to perform duties	km	360 000		
SUBTOTAL C CARRIED FORWARD TO SUMMARY					

D. ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.12	Additional services / duties by the Service Provider:				
	(a) Personnel cost:				
	(i) Category A	hr	50		
	(ii) Category B	hr	250		

	(iii) Category C	hr	350		
	(iv) Category D	hr	450		
	(b) Travelling to perform additional services / duties	km	50 000		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Disbursements to perform additional services / duties	prime cost (PC)	1	R 100 000.00	R 100 000.00
	(d) Handling cost and profit in respect of subitem 3.10.12(c)	%	R 100 000.00		
3.10.13	Special Services and Specialist Advice:				
	(a) Personnel cost for services or advice provided by Service Provider:				
	(i) Category A	hr	20		
	(ii) Category B	hr	150		
	(iii) Category C	hr	200		
	(iv) Category D	hr	250		
	(b) Services or advise procured by Service Provider	prime cost (PC)	1	R 500 000.00	R 500 000.00
	(c) Handling cost and profit in respect of subitem 3.10.13(b)	%	R 1 320 000.00		
SUBTOTAL D CARRIED FORWARD TO SUMMARY					

E. QUALITY CONTROL OF THE WORKS CONTRACT

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.14	Works Contract Quality Control:				

	(a) Provision of a fully operational laboratory during administration and monitoring of the works contract stage	prime cost (PC)	1	R 11200 000.00	R 11 200 000.00
	(b) Handling cost and profit in respect of subitem 3.10.14(a)	%	R 11200 000.00		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Off-site materials testing	prime cost (PC)	1	R 480 000.00	R 480 000.00
	(d) Handling cost and profit in respect of subitem 3.10.14(c)	%	R 480 000.00		
	(e) Part-time survey services during administration and monitoring of the works contract stage	prime cost (PC)	1	R 430 000.00	R 430 000.00
	(f) Handling cost and profit in respect of subitem 3.10.14(e)	%	R 430 000.00		
SUBTOTAL E CARRIED FORWARD TO SUMMARY					

SCHEDULE B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT (continue....)

SUMMARY OF PRICING SCHEDULE B		
ITEM	DESCRIPTION	AMOUNT
A	PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)	
B	INVESTIGATIONS FOR DESIGN DEVELOPMENT	
C	ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT	
D	ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE	
E	QUALITY CONTROL OF THE WORKS CONTRACT	
SUBTOTAL 1 (A+B+C+D+E)		
PROVISION FOR CONTINGENCIES (Add 5% of SUBTOTAL 1)		
PROVISION FOR ESCALATION (Add 5% of SUBTOTAL 1)		
SUBTOTAL 2		
VALUE ADDED TAX (VAT) (Add 15% of Subtotal 2)		
TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

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.

Signature:.....

Date:.....

Name:.....

Position:

Tenderer:.....

C2.2: PRICING SCHEDULE C

**SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3
56,5KM IN THE AMATHOLE DISTRICT**
A. PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)

	Basic fee for normal services in the discipline for a <u>road rehabilitation project</u> in terms of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as published in Government Gazette No. 44333 of 26 March 2021 Employer's estimated cost of works (excl. VAT) <u>Basic fee calculation:</u> Primary Fee = Secondary Fee = (R328 790 000,00 x 6.5%) Sub-total Basic Fee = Basic Fee factor Total Basic Fee =	R423 750 000,00 R 7 065 000.00 R21 371 350,00 R28 436 350,00 1.15 R32 701 802,50			
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.1	Fee-based stages of services:				
	(a) Project Assessment	%	R1 635 090,13		
	(b) Preliminary Design	%	R8 175 450,63		
	(c) Detail Design	%	R8 175 450,63		
	(d) Tender Documentation and Procurement	%	R4 905 270,38		
	(e) Administration and Monitoring of the Works Contract	%	R8 175 450,63		
	(f) Close Out	%	R1 635 090,13		
SUBTOTAL A CARRIED FORWARD TO SUMMARY					

SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT (continue....)

B. INVESTIGATIONS FOR DESIGN DEVELOPMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.2	Survey Services:				
	(a) Survey services during design stage	prime cost (PC)	1	R 750 000.00	R 750 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.2(a)	lump sum (LS)	1		
3.10.3	Traffic Monitoring Services:				
	(a) Traffic monitoring services during design stage	prime cost (PC)	1	R 320 000.00	R 320 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.3(a)	lump sum (LS)	1		
3.10.4	Environmental Services:				
	(a) Environmental services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 960 000.00	R 960 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.4(a)	lump sum (LS)	1		
3.10.6	Pavement / Materials Investigation and Testing Services:				
	(a) Pavement / materials investigation services during design stage	prime cost (PC)	1	R 1 000 000.00	R 1 000 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.6(a)	lump sum (LS)	1		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
3.10.7	Occupational Health and Safety Obligations Services:				
	(a) Occupational health and safety obligations services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 1075 000.00	R 1075 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.7(a)	lump sum (LS)	1		
3.10.8	Road Safety Audit Services:				
	(a) Road safety audit services during design stage	prime cost (PC)	1	R 250 000.00	R 250 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.8(a)	lump sum (LS)	1		
SUBTOTAL B CARRIED FORWARD TO SUMMARY					

C. ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.9	Establishment of Supervisory Personnel and Office Equipment on Site:				
	(a) Relocation costs of individual supervisory personnel	prime cost (PC)	1	R 50 000.00	R 50 000.00
	(b) Handling cost and profit in respect of subitem 3.10.9(a)	%	R 50 000.00		
	(c) Establishment of office equipment	lump sum (LS)	1		
3.10.10	Monitoring of the Works Contract:				
	(a) Full-time site supervisory personnel	provisional sum (PS)	1	R 10290 000.00	R 10 290 000.00
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(b) Additional overhead costs and profit in respect of subitem 3.10.10(a)	%	R 10290 000.00		
	(c) Provision and monthly cost of office equipment	month	30		
	(d) Accommodation for site supervisory personnel	provisional sum (PS)	1	R 455 000.00	R 455 000.00
	(e) Handling costs and profit in respect of subitem 3.10.10(d)	%	R 455 000.00		
	(f) Administration and Monitoring of the Works Contract for extended Works Contract	month	6		
3.10.11	Transport for site supervisory personnel:				
	(a) Travelling to perform duties	km	195 000		
SUBTOTAL C CARRIED FORWARD TO SUMMARY					

D. ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.12	Additional services / duties by the Service Provider:				
	(a) Personnel cost:				
	(i) Category A	hr	30		
	(ii) Category B	hr	230		
	(iii) Category C	hr	320		
	(iv) Category D	hr	410		
	(b) Travelling to perform additional services / duties	km	30 000		
TOTAL CARRIED FORWARD TO NEXT PAGE					

SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT (continue....)

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Disbursements to perform additional services / duties	prime cost (PC)	1	R 100 000.00	R 100 000.00
	(d) Handling cost and profit in respect of subitem 3.10.12(c)	%	R 100 000.00		
3.10.13	Special Services and Specialist Advice:				
	(a) Personnel cost for services or advice provided by Service Provider:				
	(i) Category A	hr	10		
	(ii) Category B	hr	100		
	(iii) Category C	hr	150		
	(iv) Category D	hr	200		
	(b) Services or advise procured by Service Provider	prime cost (PC)	1	R 400 000.00	R 400 000.00
	(c) Handling cost and profit in respect of subitem 3.10.13(b)	%	R 680 000.00		
SUBTOTAL D CARRIED FORWARD TO SUMMARY					

E. QUALITY CONTROL OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.14	Works Contract Quality Control:				
	(a) Provision of a fully operational laboratory during administration and monitoring of the works contract stage	prime cost (PC)	1	R 11900 000.00	R 11 900 000.00
	(b) Handling cost and profit in respect of subitem 3.10.14(a)	%	R 11900 000.00		
TOTAL CARRIED FORWARD TO NEXT PAGE					

**SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3
56,5KM IN THE AMATHOLE DISTRICT (continue....)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Off-site materials testing	prime cost (PC)	1	R 550 000.00	R 550 000.00
	(d) Handling cost and profit in respect of subitem 3.10.14(c)	%	R 550 000.00		
	(e) Part-time survey services during administration and monitoring of the works contract stage	prime cost (PC)	1	R 750 000.00	R 750 000.00
	(f) Handling cost and profit in respect of subitem 3.10.14(e)	%	R 750 000.00		
SUBTOTAL E CARRIED FORWARD TO SUMMARY					

**SCHEDULE C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3
56,5KM IN THE AMATHOLE DISTRICT (continue....)**

SUMMARY OF PRICING SCHEDULE C		
ITEM	DESCRIPTION	AMOUNT
A	PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)	
B	INVESTIGATIONS FOR DESIGN DEVELOPMENT	
C	ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT	
D	ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE	
E	QUALITY CONTROL OF THE WORKS CONTRACT	
SUBTOTAL 1 (A+B+C+D+E)		
PROVISION FOR CONTINGENCIES (Add 5% of SUBTOTAL 1)		
PROVISION FOR ESCALATION (Add 5% of SUBTOTAL 1)		
SUBTOTAL 2		
VALUE ADDED TAX (VAT) (Add 15% of Subtotal 2)		
TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

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.

Signature:.....

Date:.....

Name:.....

Position:

Tenderer:.....

C2.2: PRICING SCHEDULE D

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT**
A. PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)

	Basic fee for normal services in the discipline for a <u>road rehabilitation project</u> in terms of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as published in Government Gazette No. 44333 of 26 March 2021 Employer's estimated cost of works (excl. VAT) <u>Basic fee calculation:</u> Primary Fee = Secondary Fee = (R197 540 000,00 x 6.5%) Sub-total Basic Fee = Basic Fee factor Total Basic Fee =	R292 500 000,00 R 7 065 000.00 R12 840 100,00 R 15 446 100.00 1.15 R19 905 100,00			
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.1	Fee-based stages of services:				
	(a) Project Assessment	%	R1 635 090,13		
	(b) Preliminary Design	%	R8 175 450,63		
	(c) Detail Design	%	R8 175 450,63		
	(d) Tender Documentation and Procurement	%	R4 905 270,38		
	(e) Administration and Monitoring of the Works Contract	%	R8 175 450,63		
	(f) Close Out	%	R1 635 090,13		
SUBTOTAL A CARRIED FORWARD TO SUMMARY					

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT (continue....)**

B. INVESTIGATIONS FOR DESIGN DEVELOPMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.2	Survey Services:				
	(a) Survey services during design stage	prime cost (PC)	1	R 920000.00	R 920 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.2(a)	lump sum (LS)	1		
3.10.3	Traffic Monitoring Services:				
	(a) Traffic monitoring services during design stage	prime cost (PC)	1	R 350 000.00	R 350 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.3(a)	lump sum (LS)	1		
3.10.4	Environmental Services:				
	(a) Environmental services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 660 000.00	R 660 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.4(a)	lump sum (LS)	1		
3.10.6	Pavement / Materials Investigation and Testing Services:				
	(a) Pavement / materials investigation services during design stage	prime cost (PC)	1	R 950 000.00	R 950 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.6(a)	lump sum (LS)	1		
TOTAL CARRIED FORWARD TO NEXT PAGE					

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT (continue....)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
3.10.7	Occupational Health and Safety Obligations Services:				
	(a) Occupational health and safety obligations services during design and administration and monitoring of the works contract stages	prime cost (PC)	1	R 925 000.00	R 925 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.7(a)	lump sum (LS)	1		
3.10.8	Road Safety Audit Services:				
	(a) Road safety audit services during design stage	prime cost (PC)	1	R 350 000.00	R 350 000.00
	(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.8(a)	lump sum (LS)	1		
SUBTOTAL B CARRIED FORWARD TO SUMMARY					

C. ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.9	Establishment of Supervisory Personnel and Office Equipment on Site:				
	(a) Relocation costs of individual supervisory personnel	prime cost (PC)	1	R 50 000.00	R 50 000.00
	(b) Handling cost and profit in respect of subitem 3.10.9(a)	%	R 50 000.00		
	(c) Establishment of office equipment	lump sum (LS)	1		
3.10.10	Monitoring of the Works Contract:				
	(a) Full-time site supervisory personnel	provisional sum (PS)	1	R 10 590 000.00	R 10 590 000.00
TOTAL CARRIED FORWARD TO NEXT PAGE					

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT (continue....)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(b) Additional overhead costs and profit in respect of subitem 3.10.10(a)	%	R 10590 000.00		
	(c) Provision and monthly cost of office equipment	month	30		
	(d) Accommodation for site supervisory personnel	provisional sum (PS)	1	R 805 000.00	R 805 000.00
	(e) Handling costs and profit in respect of subitem 3.10.10(d)	%	R 805 000.00		
	(f) Administration and Monitoring of the Works Contract for extended Works Contract	month	5		
3.10.11	Transport for site supervisory personnel:				
	(a) Travelling to perform duties	km	345 000		
SUBTOTAL C CARRIED FORWARD TO SUMMARY					

D. ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.12	Additional services / duties by the Service Provider:				
	(a) Personnel cost:				
	(i) Category A	hr	50		
	(ii) Category B	hr	250		
	(iii) Category C	hr	350		
	(iv) Category D	hr	450		
	(b) Travelling to perform additional services / duties	km	50 000		
TOTAL CARRIED FORWARD TO NEXT PAGE					

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT (continue....)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Disbursements to perform additional services / duties	prime cost (PC)	1	R 100 000.00	R 100 000.00
	(d) Handling cost and profit in respect of subitem 3.10.12(c)	%	R 100 000.00		
3.10.13	Special Services and Specialist Advice:				
	(a) Personnel cost for services or advice provided by Service Provider:				
	(i) Category A	hr	20		
	(ii) Category B	hr	150		
	(iii) Category C	hr	200		
	(iv) Category D	hr	250		
	(b) Services or advise procured by Service Provider	prime cost (PC)	1	R 500 000.00	R 500 000.00
	(c) Handling cost and profit in respect of subitem 3.10.13(b)	%	R 500 000.00		
SUBTOTAL D CARRIED FORWARD TO SUMMARY					

E. QUALITY CONTROL OF THE WORKS CONTRACT					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
3.10.14	Works Contract Quality Control:				
	(a) Provision of a fully operational laboratory during administration and monitoring of the works contract stage	prime cost (PC)	1	R 10900 000.00	R 10 900 000.00
	(b) Handling cost and profit in respect of subitem 3.10.14(a)	%	R 10900 000.00		
TOTAL CARRIED FORWARD TO NEXT PAGE					

**SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2
39KM IN THE AMATHOLE DISTRICT (continue....)**

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE					
	(c) Off-site materials testing	prime cost (PC)	1	R 450 000.00	R 450 000.00
	(d) Handling cost and profit in respect of subitem 3.10.14(c)	%	R 450 000.00		
	(e) Part-time survey services during administration and monitoring of the works contract stage	prime cost (PC)	1	R 800 000.00	R 800 000.00
	(f) Handling cost and profit in respect of subitem 3.10.14(e)	%	R 800 000.00		
SUBTOTAL E CARRIED FORWARD TO SUMMARY					

SCHEDULE D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2 39KM IN THE AMATHOLE DISTRICT (continue....)

SUMMARY OF PRICING SCHEDULE D		
ITEM	DESCRIPTION	AMOUNT
A	PERCENTAGE BASED FEES: PROFESSIONAL ENGINEERING SERVICES (NORMAL SERVICES)	
B	INVESTIGATIONS FOR DESIGN DEVELOPMENT	
C	ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT	
D	ADDITIONAL SERVICES / DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE	
E	QUALITY CONTROL OF THE WORKS CONTRACT	
SUBTOTAL 1 (A+B+C+D+E)		
PROVISION FOR CONTINGENCIES (Add 5% of SUBTOTAL 1)		
PROVISION FOR ESCALATION (Add 5% of SUBTOTAL 1)		
SUBTOTAL 2		
VALUE ADDED TAX (VAT) (Add 15% of Subtotal 2)		
TOTAL TENDER AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

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.

Signature:.....

Date:.....

Name:.....

Position:

Tenderer:.....

CONTRACT**PART C3: SCOPE OF WORK**

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C3.1 GENERAL REQUIREMENTS

C3.1.1 Scope

This section covers matters that relate to the project as a whole. Definitions, phrases or wording that would otherwise require repetition in other sections of this document are also covered in this section. Matters covered by the General and/or Particular Conditions of Contract are not repeated in this section, except to provide more detailed information.

C3.1.2 Location of the Project(s)

The proposed projects comprise of paved provincial roads, within the Province of the Eastern Cape, are listed in table C3.1.2 below.

Table C3.1.2: Project(s) Location

Project No.	District	Road No.	Description	Length (km)
A	Joe Gqabi	MR00672 Part of R390	Rehabilitation of MR00672 Steynsburg to Venterstad RIFSA Class2	73.92km
B	Chris Hani	MR00659 Part of R392	Rehabilitation of MR00659, Queenstown to Dordrecht (RIFSA CLASS 3), (70,0km) in the Chris Hani District.	70km
C	Amathole	MR 00520 Part of R346	Rehabilitation of MR00520, R72 to Zwelitsha & Kingwilliamstown RIFSA Class 3	56,5km
D	Amathole	TR00601 Part of R346	Rehabilitation of TR00601, King Williamstown to N6(Stutterheim) RIFSA Class 2	39km

C3.1.3 Description of the Project(s)

(a) Introduction

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 Service Provider(s) to undertake the professional services for the rehabilitation of selected provincial paved roads. The Employer has identified four (4) projects that it intends to be undertaking.

Rehabilitation: Indicates that the full length and width of the existing pavement requires some form of rehabilitation and/or the addition of new pavement layers, followed by an appropriate surfacing.

(b) Road information

Available information is indicated in Part C4: Site Information

(c) Detailed project requirements

The scope of the works is foreseen to be as indicated below. The Service Provider will however have to confirm and further refine the scope through the services to be performed under this Contract.

- Pavement:

- Assess the condition of the existing pavement including intersections within the limits of the project.
- Determine the past and future traffic loading for a rehabilitation type design life.
- Determine the remaining life of the pavement.
- Determine various pavement rehabilitation options which may be required before resurfacing of the road.
- Determine various appropriate resurfacing options which may include the removal of the existing surfacing and potential re-use of it in the new surfacing. Factors like traffic loading, required surface texture for skid resistance, noise generation, etc. must be taken into account in the determination of the proposed options.
- Determine/consider the life cycle costing for the various options.
- Design and implement the appropriate pavement rehabilitation and resurfacing required.

The minimum design period for pavement rehabilitation related actions is 10 years.

- Materials Investigation:

- Identify material sources required for the pavement rehabilitation actions and resurfacing actions;
- Provide information on commercial sources:
 - Contact details
 - Types of material available
 - Compliance of the material with the specifications.
- Identify potential water sources for construction purposes where/if required.

- Drainage:

- Assess the surface drainage of the road surface and adjacent related drainage structures, e.g. side drains, subsoils and stormwater pipe culverts. For the purpose of assessment of the surface drainage and adjacent related drainage structures it is foreseen that the Service Provider must utilise survey data to determine/identify:
 - low spots on the road surface that may hold sufficient rain/storm water to cause potential aqua planning
 - areas where run-off of rain/storm water from the surface is hindered/delayed due to e.g. combination of cross fall/super elevation and steep longitudinal grades.It is noted that the Employer has made provision in the Pricing Schedule for the Service Provider to obtain the required survey data.
- Determine appropriate solutions for the identified problem areas which may include:
 - maintenance and/or extension of existing side drains and subsoils,
 - maintenance and/or construction of stormwater cross pipes
 - adjustment of cross fall/super elevation/road surface levels.
- Design and implement those solutions accepted by the Employer.

- Structures:

- No structural work is included in the scope of works however bridge joints and the total asphalt thickness on bridge decks may be affected by the resurfacing and other pavement rehabilitation actions and will have to be addressed by the Service Provider as indicated below.
- Assess all bridge joints and determine deck asphalt thicknesses.
- Provide appropriate solutions where bridge joints are found to be inadequate.
- Provide appropriate solutions where pavement rehabilitation and/or resurfacing options will affect the bridge joints and/or add additional loading to the structure. It is to be noted that the Employer will require a

- surface regularity specification on the resurfacing which will also be applicable to the surfacing on the bridge decks.
 - Design and implement those solutions accepted by the Employer.
- Ancillary:
 - Maintenance and/or provision of appropriate stormwater protection measures,
 - Maintenance and/or provision of appropriate guardrails,
 - Maintenance and/or provision of appropriate road reserve fencing,
 - Maintenance and/or provision of appropriate road signage,
 - Provision of appropriate road markings and road studs,
 - Maintenance of the road reserve area.
- Traffic Accommodation
 - Provide accommodation of traffic options for the various work items taking into account topography, traffic volumes, peak hour traffic, requirements of the Employer, etc.
 - Design and implement those solutions accepted by the Employer.
- Other
 - Identify and report on any glaring obvious aspect/item/element of the road that may require some form of action.

The Services required of the Service Provider are divided into the following distinct stages:

- Project Assessment Stage.
- Investigations for Design Development.
- Design Development Stage which shall include the following phases:
 - Preliminary
 - Detailed design
- Tender Documentation and Procurement Stage which shall include the following:
 - Documentation (Draft & Final)
 - Gateway Review
 - Clarification Meeting / Tender document presentation
 - Tender Period
 - Tender Evaluation
- Administration and Monitoring of the Works Contract Stage.
- Additional duties, Special Services and Specialist Advice.
- Quality Control: Works Contract.
- Close Out Stage.

C3.1.4 Determination of Remuneration

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

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

(a) Fee determination

The determination of fees will be based on different construction work types, i.e. road works, structures and other works. The estimated cost of construction for each work type is provided by the Employer. This cost of works is a forecasted estimate escalated to the planned commencement date of the works contract (excluding contingencies, CPA during the construction period and VAT). Where a full service is not required or the commencement date of the works contract is unknown the forecasted cost of the works will be escalated to the completion date of the service.

The basic fee for normal services in the disciplines for civil and structural engineering, pertaining to Engineering Projects – Table 1, is determined in terms of Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) as published in Government Gazette No. 44333 of 26 March 2021, shall apply.

The complexity factor by which the basic fee is multiplied is provided by the Employer.

Table C3.1.4(a) below shows percentages points that are used for proportioning the basic fee for normal services over the various fee-based stages of Services.

Table C3.1.4(a): Percentage allocation per Fee-based Stage of Services

Description of Fee-based Stages of Services	Percentage points for each fee-based stage
Project Assessment	5
Design Development:	
(a) Preliminary Design	25
(b) Detail Design	25
Tender Documentation and Procurement	15
Administration and Monitoring of the Works Contract	25
Close Out	5
Total	100

For each fee-based stage of services, the tendered fee percentage points provided by the Service Provider shall apply.

The product of the calculated basic fee and tendered fee percentage points provided by the Service Provider, hereinafter referred to as the tendered fee-based stage fees, shall include full compensation for all normal services / duties and requirements associated with each fee-based stage of services as specified herein, including all disbursements, materials, printing, travel, subsistence, allowances for overhead charges incurred by the Service Provider as part of normal business operations, the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits, but excluding all specified additional services provided for herein.

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

The calculation of tendered fee-based stage fees, payable shall be based on:

- Initially on the estimated cost of works agreed between the Employer and Service Provider, referred to as the Employer's estimated cost of works.
- Employer's estimated cost of works adjusted to the accepted tender sum of the Works Contract exclusive of third party payments to others, all provisional and prime cost sums for which designs are not required, contractor contributions, allowances made for contingencies and contract price adjustments and VAT.
- Estimated contract price of the Works Contract exclusive of third party payments to others, all provisional and prime cost sums for which designs are not required, contractor contributions and VAT.
- Thereafter adjusted based on the total final contract price of the Works Contract:
 - before deduction of penalties
 - exclusive of third party payments to others, all provisional and prime cost sums for which designs are not required, contractor contributions and VAT certified.

(b) Time-based fees

Time-based fees are calculated by multiplying the hourly rate tendered for the different applicable personnel categories, as detailed in Clause C3.1.11(c), with the actual time spent by such professional and technical staff in rendering services required and approved by the Employer.

Tendered time-based fees for different personnel categories as detailed in Clause C3.1.11(c) shall include full compensation of professional and technical staff costs for additional services required by the Employer, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits.

(c) Travelling Reimbursement

Calculation of travel costs are based on the shortest paved road travel distance from the appointed Service Provider's closets office, within the Eastern Cape Province, to the Site. Failing which, the following shall apply:

- the shortest paved road travel distance from the appointed Service Provider's closets office, outside of the Eastern Cape Province, measured from the Eastern Cape Province boundary to the Site; or
- the shortest paved road travel distance from the Employer's office in Bhisho to the Site; whichever is the shortest paved road travel distance as agreed with the Employer.

Travel expenses to Site for inputs associated with additional services shall be remunerated at the tendered rates. During the Administration and Monitoring of the Works Contract stage site travel by the Service Provider's site supervisory staff shall be limited to a maximum of 5 000 km per person per month or as approved by the Employer. Travel log sheets, verified and signed by the Service Provider, for each vehicle utilised shall be submitted to the Employer for approval with each claim.

Travelling time to Site for inputs associated with additional services shall be remunerated at the tendered time-based rates for additional services, for all agreed time spent travelling by the Service Provider's staff (excluding the Service Provider's site supervisory staff).

C3.1.5 Employer's Estimate Cost of Works

For the purpose of these projects the Employer's estimated cost of works are as per Table C3.1.5 below.

Table C3.1.5: Employer's Estimated Cost of Works

Project No.	Road No.	Description	Length (km)	Estimate Cost of Works
A	MR00672 Part of R390	Rehabilitation of MR00672 Steynsburg to Venterstad RIFSA Class2	73.92km	R 554 million
B	MR00659 Part of R392	Rehabilitation of MR00659, Queenstown to Dordrecht (RIFSA CLASS 3), (70,0km) in the Chris Hani District.	70km	R 525 million
C	MR 00520 Part of R346	Rehabilitation of MR00520, R72 to Zwelitsha & Kingwilliamstown RIFSA Class 3	56,5km	R 424 million
D	TR00601 Part of R346	Rehabilitation of TR00601, King Williamstown to N6(Stutterheim) RIFSA Class 2	39km	R 293 million

The Employer's estimated cost of the works forms the basis on which the basic fee for normal services prior to the tendered fee percentage points provided by the Services Provider is calculated.

C3.1.6 Standards, Manuals and Guideline Documents

The standards, manuals and guideline documents to be used in the project are as follows (latest revision to be used as applicable):

- TMH 3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Service
- TMH 8: Traffic and Axle Load Monitoring Procedures
- TMH 9: (Standard Visual Assessment Manual for Pavements)
- TMH10: Manual for the Completion of As-Built Materials Data Sheets
- TMH 13: Network Level Pavement Surveillance Measurements
- TMH 14: South African Standard Automatic Traffic Data Collection Formats
- TMH 16: South African Traffic Impact and Site Traffic Assessment Manual
- TMH 17: South African Trip Data Manual
- TMH 19: Manual for the Visual Assessment of Road Structures
- Draft TMH 11: Standard Survey Methods
- TRH 3: Design and Construction of Surfacing Seals
- TRH 4: Structural Design for Flexible Pavements
- TRH 8: Design and Use of Hot Mix Asphalts in Pavements
- Draft TRH 12: (Flexible Pavement Rehabilitation and Design)
- Draft TRH 16: (Traffic Loading for Pavement and Rehabilitation Design)
- TRH17: Geometric Design of Rural Roads
- Draft TRH 19 (Standard Nomenclature and Methods for Describing the Condition of Jointed Concrete Pavements)
- TRH 26: South African Road Classification and Access Management Manual
- Code of Procedure Manual for Geotechnical and Materials Investigation, Design and Documentation
- Code of Procedure for the Planning and Design of Highway Structures in South Africa
- SANRAL's Drainage Manual
- The Highway Capacity Manual
- South African Pavement Engineering Manual (SAPEM)
- Highway Development and Management Model (HDM-4)
- South African Roads Design System (SARDS) (when available)
- South African Road Safety Audit Manual (SARSAM)

- The SAICE Code of Practice: The Safety of Persons Working in Small Diameter Shafts or Test Pits for Civil Engineering Purposes
- Current industry best practice
- General Conditions of Contract for Construction Works: GCC 2015
- Standard Specifications for Road and Bridge Works: COLTO; 1998

The style, format and presentation of the documents prepared by the Service Provider shall be in accordance with the requirements of the Employer.

The latest versions and editions of these standards shall always be used. These standards are generally available from industry role players' websites, e.g. CSIR website (www.csir.org.za). Others can be purchased from SANRAL and organisations such as CESA, SAICE, etc.

Standard Road Details drawings for the Department of Transport, Eastern Cape Province are available from the Employer on request.

The above is not an exhaustive list but shall be viewed as being the minimum standards applicable to the project. The Service Provider must apply his own knowledge and experience and recommend to the Employer other appropriate standards for his consideration.

C3.1.7 Stakeholder and Community Liaison, Social Facilitation and Employer's Contract Participation Goals

The Service Provider shall provide assistance to the Employer's In-house Social Facilitators for the duration of the project. This shall be achieved through structured engagement with affected Stakeholders within the Target Area of the project.

Require assistance provided by the Service Provider shall be deemed as an additional service.

The projects are located within the following district within the Eastern Cape Province as indicated in Table C3.1.2.

The Target Area for the projects shall be:

- For Targeted Labour (local labour):
 - the Wards within the road passes through.
- For Targeted Subcontractors (SMMs) and Targeted Suppliers
 - the local municipal area(s) within the road passes through.

For the purpose of the Works Contract, the Service Provider shall make use of the Employer's specific specification for:

- Targeted Labour Participation and Development Specifications
- Targeted Subcontractor Participation and Development Specifications
- Targeted Supplier Participation Specifications

These specifications are available from the Employer upon written request from the Service Provider.

During the Project Assessment, Design Development and Tender Documentation and Procurement Stages the Service Provider shall establish and report on the estimated available Works Contract expenditure towards the Employer's Contract Participation Goals in terms of Targeted Labour, Subcontractor and Supplier expenditure.

C3.1.8 Permits and Authorisations

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

C3.1.9 Project Programme

The Service Provider shall programme its duties in such a manner as to complete the various stages/phases of the project from appointment up to Tender Documentation stage (procurement document for Works Contract ready for advertisement) within the time period provided in Table C3.1.9 below.

Table C3.1.9A: Project Programme

Project No.	Period	Road No.	Description of Stages/Phases to be completed
A	12 months	MR00672 Part of R390	Submission of Draft Tender Documents for the Works Contract
B	10 months	MR00659 Part of R392	Submission of Draft Tender Documents for the Works Contract
C	8 months	MR 00520 Part of R346	Submission of Draft Tender Documents for the Works Contract
D	10 months	TR00601 Part of R346	Submission of Draft Tender Documents for the Works Contract

Once appointed the Service Provider shall be required, within 14 calendar days, to develop and submit a project execution plan and programme of the works to the Employer.

Table C3.1.9B: Employer's estimated construction period (excluding approximate 2-month start-up period)

Project No.	Road No.	Description	Estimated construction period
A	MR00672 Part of R390	Rehabilitation of MR00672 Steynsburg to Venterstad RIFSA Class2	30 months
B	MR00659 Part of R392	Rehabilitation of MR00659, Queenstown to Dordrecht (RIFSA CLASS 3), (70,0km) in the Chris Hani District.	30 months
C	MR 00520 Part of R346	Rehabilitation of MR00520, R72 to Zwelitsha & Kingwilliamstown RIFSA Class 3	30 months
D	TR00601 Part of R346	Rehabilitation of TR00601, King Williamstown to N6(Stutterheim) RIFSA Class 2	30months

C3.1.10 Penalties and Delays

Penalties shall be applied for each calendar day by which the Service Provider fails to meet the prescribed dates for submission of the required design information for land acquisition purposes, EMP's and EIA's, draft Design Report(s), Tender Documentation for the Works or Tender Commercial Evaluation Report, draft and final Contract Report and As-built data. The quantum of the penalty shall be as listed in the Contract Data. Draft reports and documents shall be submitted to

the Employer prior to any meetings scheduled for the discussion and finalisation thereof as specified in the documentation requirements. The Service Provider shall thus take this period into account in compiling its programme.

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

C3.1.11 Personnel Requirements

(a) Key persons

The Service Provider's key persons become a contractual commitment upon award. However, the Employer recognises that key persons may for some or other reason not be available for the full duration of the project and any changes to those listed are, to all intents and purposes, a change or variation to the contract. Any proposed change should be handled formally by way of written request to the Employer for approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

The key persons required for this project are listed in C1.2: Contract Data: Part 1 – Information provided by the Employer. The tenderer must list proposed candidates for the prescribed positions in the core team in C1.2: Contract Data: Part 2 – Information provided by the Tenderer.

(b) Minimum Requirements

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

Minimum Requirements

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years) ³	Other Requirements
Project Leader	Pr Eng or Pr Tech Eng ¹	10	
Pavement Design Specialist	Pr Eng or Pr Tech Eng ¹	10	
Surveyor	Registered Professional Surveyors, Technologist Surveyors, Technician Surveyors	5	Member of SAGC ⁷
Engineering Geologist	Pr Sci.Nat ⁵	5	SAIEG ⁴
Environmental Practitioner	Refer to sub-service procurement document		
OHS Specialist	Design Phase: SACPCMP ⁶ registration as a Professional Construction HSE Agent Construction Phase: SACPCMP ⁶ registration as a Professional Construction HSE Agent or Manager	As required by SACPCMP ⁶	
Road Safety Audit Team Leader	Pr Eng or Pr Tech Eng ¹	10	Road safety course (5 CPD) Minimum 2 (two) audits within 3 (three) years
Contract Engineer	Pr Eng or Pr Tech Eng ¹	10	

Position	Minimum Qualification/Registration	Minimum Relevant Experience (years) ³	Other Requirements
Engineer's Representative (RE)	Pr Eng or Pr Tech Eng ¹	5	Completed a NQF level 5 or 7 unit standard for Labour Intensive Construction
Assistant RE	Technician	5	
	Candidate Techni Eng ¹	3	
Senior Materials Technician	None specified	20	
	National Diploma in civil engineering	10	
	Pr Techni Eng ¹	5	
Materials Technician	None specified	10	
	National Diploma in civil engineering	5	
	Pr Techni Eng ¹	2	
Trainee Technician	Candidate Technician	0	

- 1 Registered with Engineering Council of South Africa (ECSA) or any other international body recognised by ECSA, i.e. Washington Accord, Dublin Accord and Sydney Accord.
- 2 Registered with Environmental Assessment Practitioners of South Africa.
- 3 Relevant experience is the actual number of years, measured from the date of acquiring the base qualification, worked in the field of the specified position.
For the road safety audit team leader the field shall be road safety design and/or traffic and transportation engineering and/or geometric design.
- 4 Full member of the South African Institute for Engineering Geologist.
- 5 Registered with the South African Council for Natural Scientific Professions (SACNASP).
- 6 South African Council for Project and Construction Management Professions (SACPCMP)
- 7 South African Geomatics Council (SAGC)

(c) Personnel Category Definitions

The category of personnel necessary to undertake the work shall be approved by the Employer in accordance with the following definitions:

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

- (iv) Category D shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.

C3.1.12 Meetings and Liaisons

- (a) Meetings and liaisons between the Employer and the Service Provider

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

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

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

- (i) Project hand-over meeting

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

The Service Provider shall come to this meeting prepared by his desktop assessment of the project details. The meeting provides a platform for the Service Provider to explain in detail how he intends going about the design development with specific reference to the methods, manuals and systems he will apply. For example, the relevant chapters dealing with pavement composition and behaviour, materials testing, standards, materials utilisation, design, etc. contained in the *South African Pavement Engineering Manual* (SAPEM) and the supporting suite of TMH and TRH publications have particular significance. Similarly the *Code of Procedure for the Planning and Design of Highway Structures in South Africa* shall form the basis of the Service Provider's intended design development for structures. The Service Provider shall identify those he thinks are relevant and anticipates he will use in developing the project design.

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

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

- (ii) Progress meetings

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

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

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

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

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

(iii) Gateway Review meetings

It is a requirement of the Employer that projects shall have a Gateway Review process after submission of the draft Tender Document for the Works.

The review meeting shall be initiated by the Employer and the focus of such review meeting shall in the first instance be on the quality of the documentation and thereafter on:

- (1) deliverability (the extent to which a project is deemed likely to deliver the expected benefits within the declared cost, time and performance envelope);
- (2) affordability (the extent to which the level of expenditure and financial risk involved in a project can be taken up on, given the Employer's overall financial position, both singly and in the light of other current and projected commitments); and
- (3) value for money.

The Service Provider shall be required to produce a MS PowerPoint presentation for the Gateway Review meeting and present the project as said meeting.

Documentation to submitted 14 calendar days prior to the Gateway Review meeting shall include the following:

- Approved Final Detailed Design Report
- Environmental Basic Assessment Report or full EIA
- Materials investigation report
- Draft Tender Documents for the Works Contract.

(b) Other project related meetings

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

C3.1.13 Risk Management

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

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

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

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

C3.1.14 Document Management

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

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

The table below lists the requirements of documentation that the Service Providers shall apply.

Table C3.1.14: Documentation Requirements

Document Characteristics	Draft Reports/Documents	Final Reports/Documents	Books of Drawings
Page	A4 80g/m ²	A4 80g/m ²	A2 80g/m ²
Cover page layout	Employer's pro-forma works document cover page with appropriate wording for the specific report/document compiled		
Cover	White 80g/m ²	White 160g/m ²	White 80g/m ²
Printing All left hand margins to be 2.5cm Printing to be left justified	Back to back pages	Reports: back to back Contract document: back to back except: - New sections - All returnable schedules - Pricing schedule	All on separate pages
Binding Maximum thickness to be 3cm	Plastic ring binders	Reports: plastic ring binders Contract documents: stapled, glued and bound	Draft: Stapled and bound Final: stapled, glued and bound
Number of paper copies	3 (three)	Reports: 1 (one) Tender documents: 1 (one) Tender evaluation: 2 (two) Contract documents: 2 (two) original for signature and 1 (one) copy	Draft: 3 (three) Final: 2 (two) original for signature and 1 (one) copy
Number of electronic copies	1 (one) CD/DVD	1 (one) CD/DVD 1 (one) CD/DVD of signed contract	1 (one) CD/DVD
Electronic format	MS Office 2013 and PDF	MS Office 2013 and PDF	PDF

C3.1.15 Management of Drawings

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

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

C3.1.16 Safety

This part of the specification has the objective to assist the Service Provider entering into contracts with the Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993, as well as all applicable Regulations. Compliance with this document does not absolve the Service Provider from complying with minimum legal requirements and the Service Provider remains responsible for the health and safety of his employees and those of his Mandataries. The Service Provider shall therefore include this part of the specification to any contract that he may have with sub-Service Providers and/or suppliers.

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

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

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

(a) Project Specific Requirements

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

(i) Baseline Risk Assessment for Design Phase

- Excavation – locating existing underground services, digging test pits
- Manual handling – setting up surveying equipment
- Ergonomic risks
- High & Low voltage power lines – overhead & underground
- Work in close proximity to railway lines
- Uneven ground surfaces
- Personal safety & security risks
- Traffic Control (Ensure Correct Signage at Correct Distances)
- Working from ladders
- Exposure to noise
- Working in close proximity to traffic
- Working with hot materials
- Radio Active equipment
- Hazardous Chemical Substances
- Flammable Materials
- Driving to and from site

- Biological risks e.g. bees, snakes, spiders, etc.
- Environmental risks
 - Bad weather conditions,
 - rain,
 - lightning,
 - wind,
 - poor visibility
 - heat exposure – dehydration
 - cold environment

(ii) Baseline Risk Assessment for Supervision Phase

Clearing and grubbing of the area/site

- Site establishment including:
 - Office(s)
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Temporary fuel storage, where applicable
 - Laboratory establishment, where applicable (Client responsibility)
- Dealing with existing structures – possibility of asbestos
- Location of existing services, e.g. gas, telecommunications, electrical supply and similar
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: The Employer is also responsible for the OH&S of non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment, e.g. threats by dogs, bees, snakes, lightning, etc.
- Exposure to a water environment
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases such as silicosis or asbestosis, where applicable
- Use of portable electrical equipment including:
 - Angle grinder
 - Electrical drilling machine
 - Circular saw
 - Generator
- Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trenches
- Welding including:
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
- Loading and off-loading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations

- Driving and operation of construction vehicles and mobile plant including:
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Asphalt paving equipmentMilling machines
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances, e.g. petrol, diesel, cement, asphalt, bituminous materials and similar
- Layering and bedding
- Installation of pipes in trenches
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Protection from overhead power lines (High and low)
- Work adjacent or in proximity of railway lines
- Work adjacent or in proximity of traffic
- Working at heights
- Formwork and support work (temporary works) including scaffolding
- Demolition work, where applicable
- Bulk mixing plant, where applicable
- Environmental impacts such as pollution of water, air or soil

(b) Design Phase

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

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

(c) Construction Phase

During the construction phase the supervising Service Provider must ensure that the Employer's duties are continuously fulfilled. Monthly audits will be conducted by either the registered Professional Construction Health and Safety Agent or a registered Construction Health and Safety Manager.

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

(d) General Occupational Health and Safety Provisions

The Service Provider shall be required produce a Site specific health and safety specifications for the intended construction work based on the Employer's pro-forma document.

C3.1.17 Procedure for Procurement of sub-Service Providers

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

The Service Provider is responsible for the performance of the sub-service.

Procurement of a sub-service shall be undertaken by means of a:

- Quotation process for appointments less than R 1 000 000.00 inclusive of VAT, requires minimum of three (3) quotations; or
- Tender process for appointments equal or greater than R 1 000 000.00 inclusive of VAT, requires open tender.

The Service Provider shall compile and issue relevant and approved terms of reference, together with the relevant work/pricing schedules, in accordance with the Employer's standards and Supply Chain Management and procurement policies.

Quotation process will require the Service Provider:

- Invite quotations from identified potential sub-Service Providers;
- Receive submitted quotations and submit closing register to the Employer;
- Evaluate submitted quotation offers and submit a report with recommendations to the Employer for approval prior to the appointment of any sub-Service Provider;
- Once approved, the Service Provider shall enter into an agreement with the sub-Service Provider with a copy of same submitted to the Employer.

Tender process will require the Service Provider:

- Submit tender documents to the Employer's office for publication on the Employer's website;
- Receive submitted tenders, in a sealed envelope, directly to the Employer's office by the date and time agreed, will be opened in public by the Employer's delegated staff;
- Remove under signature all submitted tender offers for evaluation and submit a report with recommendations to the Employer for approval prior to the appointment of any sub-Service Provider;
- Once approved, the Service Provider shall enter into an agreement with the sub-Service Provider with a copy of same submitted to the Employer.

In cases where a conflict of interest may arise, e.g. the Service Provider have shares in a laboratory that also wants to tender, the Employer will take over the procurement process described in the above paragraph as well as do the evaluation and recommendation of the sub-Service Provider.

C3.1.18 Multiple Strategies

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

C3.1.19 Service Provider's Estimated Cost of the Works

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

C3.1.20 Economic Feasibility Analysis

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

Where applicable for a stage, the feasibility outcome shall be accompanied by the output of HDM 4 analyses and even at the first progress meeting comments on the feasibility must be discussed, however unrefined the input parameters might be.

The Service Provider shall undertake economic feasibility analysis utilising HDM 4 at the end of the following stages/phases:

- Project Assessment
- Preliminary Design
- Detailed Design

In performing the economic feasibility analysis the Service Provider shall:

- Utilise the latest release of HDM-4 or any other software as instructed by the Employer.
- Divide the project into uniform sections that as minimum considers changes in geometry/alignment, pavement condition, construction/maintenance history, climate and traffic characteristics.
- For each identified uniform section determine the appropriate input parameters for geometry/alignment, pavement condition, construction/maintenance history, climate, traffic characteristics and calibration parameters as per the latest HDM-4 Configuration Setup where applicable. The Employer will provide the general network input parameters.
- Define the default Employer vehicle fleet with associated inputs as within the latest HDM-4 Configuration Setup. This process will also include defining appropriate traffic growth sets for the project or uniform sections if applicable.
- Define a “Do Minimum” maintenance standard consisting of the following routine maintenance activities: patching, crack sealing, edge repair and road reserve maintenance, as per the latest HDM-4 Configuration Setup where applicable.
- Define various maintenance and improvement standards under consideration for the various uniform sections on the project, as per the latest HDM-4 Configuration Setup where applicable.
- Perform economic cost benefit analysis, including accident costs and acceleration effects as per the latest HDM-4 Configuration Setup where applicable.
- Analyse the economic analysis results obtained and submit to the Employer for discussion and review.

For this project an HDM-4 economic analysis will be required.

C3.1.21 Communication Management

Communication management must be identified early in the life of the project and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or commit the other.

At the earliest stage of design development the Service Provider should have already identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project.

C3.1.22 Services

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

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

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

C3.2 PROJECT ASSESSMENT STAGE

C3.2.1 Scope

This section covers the project assessment stage which precedes any design development. Thereafter, the actual designs will be produced in a single or multiple phases depending on the complexity of the project. This stage requires assessment of the project through perusal of relevant reports and previous studies, designs or surveys relating to the project, undertaking new inspections, surveys, studies and/or intrusive investigations, including subsequent testing, and analysis of test results.

Whilst the aspect of Land Acquisition may still be premature in the sense that the work required to determine what land will be required is only done later, it is nevertheless important that the Service Provider is always familiar with the contents of the Employer's Land Acquisition procedures.

The stage ends with the production of a report detailing the findings of the assessment and the identification of multiple design options to be developed in the following stage.

C3.2.2 Assessment in Phases

Assessment of the project shall be conducted in the sequence described hereunder.

In the first part of project assessment the Service Provider shall undertake an initial assessment, i.e. a desktop assessment of the information provided, which may also include additional data, reports, studies etc. issued with the letter of acceptance of an offer. This part culminates with attendance at the project hand-over meeting at which the Service Provider will put forward for discussion and approval of the planned assessments in the context of an overall design development strategy.

The second part of project assessment is the visual assessment and thorough analysis of information provided, whereafter the Service Provider shall arrange for the first progress meeting with the Employer for the purpose of confirming the design strategy and acquiring approval for the type, quantity and positioning of intrusive and other investigations which form the third part of project assessment.

First and second parts of the assessment requirements are summarised below and expanded in the following paragraphs:

- Review and analyse information provided
- Conduct visual assessment of the road
- Identify statutory and regulatory requirements
- Identify other stakeholders with whom consultations may be needed
- Consider feasibility of various construction strategies
- Evaluate risk that the project presents to the Employer
- Other criteria

C3.2.3 Initial Assessment

Existing information with respect to the relevant project is given in Part C4: Site information. The information provided there is deemed sufficient both for purposes of tendering and for initial assessment (i.e. desktop assessment). This information shall be studied and used to determine the extent of intrusive investigations that need to be undertaken to prove pavement or existing ground or structural conditions. In the case of reports, studies or designs previously undertaken and not able to be condensed into Part C4: Site Information, these must be collected from the Employer by the Service Provider and returned together with the submission of the Detailed Design report. Failure to return information for which the Service Provider will have signed out from the Employer's registry will constitute reason for the Employer to withhold payment until such information has been returned in an acceptable condition for continued archiving.

The Service Provider should not take the existing data at face value only but shall interrogate its integrity and accuracy as well as determine the need to access any additional data such as as-built drawings, plans, traffic counts etc. and enquire from the Employer whether such additional information does exist and assist in sourcing same if possible.

Existing data is, by itself, insufficient to conduct a detailed assessment and must be amplified by visual inspections and subsequent surveys and investigations.

(a) Traffic assessment

The Service Provider shall review existing traffic data available for the project to determine any potential need for capacity and pavement improvement and identify any need for additional traffic counts or studies.

(b) Geometric assessment

No existing horizontal and vertical alignment data is available for the project. The Service Provider shall include the survey of the existing road alignment as part of the additional topographical road reserve survey service.

(c) Pavement assessment

Identify uniform sections within the project site. No existing pavement as-built records are available for the project.

(d) Structures assessment

Assess the available information and conduct a site inspection of all structures located on the route in order to undertake a condition assessment and to gain a general appreciation for the structures and the structural issues that may arise as a result of the envisaged work.

Identify which structures require capacity improvement (hydrologically, traffic, strength, etc.) and maintenance/rehabilitation interventions.

(e) Drainage assessment

Assess all drainage systems and compare to drainage manual guidelines.

(f) Geotechnical assessment

Identify potential geotechnical risks.

(g) Assessment of material sources

Assess all available information.

(h) Safety assessment

Assess Incident Management System (IMS) data for potential hazardous locations.

(i) Environmental assessment

The Employer anticipates that no environmental authorisation will be required. From data available assess whether the Employer's expected authorisation process is correct, using the services of an environmental specialist who shall confirm the type of environmental approval, (i.e. basic application, or full environmental investigation including all other permits and authorisations) that must be applied for from the relevant Authorities. In addition, the Service Provider; will also assist in identifying the content for an independent Environmental Assessment Practitioner's (EAP) sub-service tender document.

(j) Land Assessment

At this stage, the identification of informal settlements that may impact on the project must be carried out. Where the project traverses land under the control of a Tribal (Traditional) Authority then the identification of clusters of homes and/or other structures that may require relocation should be made. The above, if evident, must immediately be reported to the Employer.

C3.2.4 Visual Survey

The Service Provider shall carry out a comprehensive visual assessment survey for the project with the purpose of comparing the desktop assessment assumptions against visible reality. Apart from an overall impression the visit shall be used to assess the existing condition of the pavement, all drainage and other structures, road side furniture, slopes, road safety and all other aspects in order to ascertain the current overall condition. This survey shall be conducted by the Service Provider's designated design specialist(s) and cannot be delegated to others.

The visual survey shall also include the identification of any other associated aspects located within the road prism affecting the functionality/structural integrity of the road and/or road safety issues including but not limited to:

- Surface drainage
- Sub-surface drainage (including pipe culverts)
- Present or potential geotechnical instability
- Excessive shoulder drop-off
- Intersection details
- Pedestrian issues
- Any evident or suspected road safety issues
- Condition of bridge joints and balustrades/handrails
- All identifiable services
- Any other issues that may be glaringly evident

The visit should include an inspection of all borrow pits and quarries identified during the initial assessment and act on any other relevant information emanating from the hand-over meeting discussions. Where any borrow pit or quarry is in any way affected by an informal settlement, the information gathered must immediately be brought to the attention of the Employer.

The condition of all existing structures shall be inspected. The BMS inspection sheets shall be forwarded to the Service Provider, who shall verify the accuracy thereof and report on the advancement of the identified defects and the development of any new defects. Rehabilitation and maintenance requirements are to be identified and incorporated into the designs in discussion with the Employer. Any structures that are not listed on Employer's BMS that are found within the project limits are to be included. The Employer is to be notified of such inclusions in order to update the BMS. The structures are also to be assessed in order to gain a general appreciation for the structures and structural issues that may arise as a result of the envisaged works.

C3.2.5 Identification of Statutory and Regulatory Controls

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

The following aspects must be dealt with at this point:

- Road closures arising from the design;
- The closure of public places that would arise from the design;
- The impact must be determined that the project/design will have on zoning criteria for properties in a township. This is in particular reference to where such properties will be reduced to a size as a result of the design and where such remaining portions will be in conflict with the such zoning criteria; and
- Statutory provisions relating to Mining Rights, Proclamations and De-proclamations of Provincial and Municipal Roads, the closure of streets and public places, the existence of Informal Property Rights, Traditional Authorities, etc. need to be clearly identified at this stage.

All of the above may give rise to the need to appoint other professionals such as a Land Surveyor, Town Planner, etc. in order to ensure formal compliance at the time of Detailed Design. The Service Provider must therefore set out the Terms of Reference with regards to each such statutory requirement in a report to the Employer having specific regard to the time frames involved and an estimate of costs in obtaining such statutory authorisation.

C3.2.6 Other Authorities and Stakeholders

The Service Provider shall identify all authorities and stakeholders who should be consulted about the design and implementation of this project and the degree to which liaison with each is expected. In addition, the Service Provider shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with whom liaison must take place but shall not commit to any meetings without first engaging the Employer to confirm how and when such meetings should be held.

Where the Project traverses land under the control of a Tribal (Traditional) Authority then the Department of Rural Development and Land Reform is to be notified and a determination and record of which officer is responsible for the area affected must be made.

During the development of the design and the construction phases the Service Provider shall continue these same liaison duties, including representing the Employer if so authorised and providing the Employer with written records of all liaison meetings and conversations.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

C3.2.7 Other Criteria

The above aspects of project assessment should not be considered as exhaustive. The Service Provider shall undertake the first phase of assessment to identify as many items as possible that will need to be considered when developing the design and the emanating scope of work, including consultation with the relevant routine maintenance Service Provider.

C3.2.8 Presentation of Visual Survey

The Service Provider shall, at the first progress meeting, present for discussion the findings of the visual survey that will ultimately be included in the project assessment report. This meeting also serves the purpose of affording the Service Provider the opportunity to further demonstrate his understanding of the project and seek approval for proposed investigations and/or studies.

The Service Provider shall also present initial design strategy proposals at this meeting.

C3.2.9 Market Analysis and Databases

The Service Provider shall undertake a market analysis in terms of the CIDB guidelines for undertaking a feasibility study (CIDB grading, Central Supplier Database (CSD), etc.) of availability and type of Targeted Subcontractors for the Works Contract.

Allowance has been made for these requirements in the Pricing Schedule under Additional Duties.

C3.2.10 Project Assessment Report

A project assessment report shall be submitted for discussion at the progress meeting. The content of this report will depend on the available information and the scope of the work and may include the following aspects where applicable:

- Document initial scope of works and the methods and procedures required to maintain the condition of infrastructure
- Establish the scale and cost plan for the project
- Identify risks that need to be mitigated
- Identification of additional studies, e.g. geotech, survey, traffic, etc.
- X-section development strategy – 20 years
- Intersection/interchange improvements (where applicable)
- Appropriate Legislation
- Identify stakeholders
- Identify services

- Existing pavement condition
- Geotechnical stability
- Road furniture condition and compliance
- Confirm BMS assessment with recommendations
- Economic Feasibility Analysis
- Preliminary Land Report
- Market Analysis and Databases

Although all aspects are important, particular emphasis should be given to the materials making up the existing pavement, their current reported condition and their respective sources.

During the first part of the assessment, and based purely on the information given and/or collected, the Service Provider must devise other feasible strategies for further discussion with the Employer.

C3.3 INVESTIGATIONS FOR DESIGN DEVELOPMENT

C3.3.1 Scope

This section covers the investigations preceding any design development. This process requires investigations to be undertaken either in-house or through the appointment of relevant sub-Service Providers.

C3.3.2 Investigations, Sampling and Testing

Intrusive investigations are deemed to be any type of investigation that probes into or removes from the pavement layers, sub-grades, structures' elements and other areas, e.g. cuttings, etc.

Supervision of intrusive investigations shall not be delegated, they shall be supervised and logged by the key person listed as the relevant design specialist.

Provision for investigations, sampling and testing has been allowed for in the Pricing Schedule.

The Service Provider shall submit for approval a schedule of proposed work for all field work, sampling and testing prior to commencement.

C3.3.3 Survey Services

All survey requirements must be identified by the Service Provider as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH11: Standard Survey Methods in order to ensure that the survey deliverables will conform to the Service Provider's requirements.

The Service Provider is required to provide the type and extent of the survey and determine a reasonable time period for its production.

(a) Procurement of the survey sub-service

The Service Provider shall identify all potential survey requirements during the initial and visual assessment stages, including the survey of potential borrow pits and/or quarries. Discussion of purpose and extent of the survey shall be included in the agenda of the first progress meeting.

The Services Provider shall be required to procurement survey services in accordance with Clause C3.1.17.

All survey shall be carried out to TMH11: Standard Survey Methods.

(b) Management of the survey sub-Service Provider

Whenever the Service Provider procures the survey services, the following processes shall be applied:

- Call for and evaluate regular progress reports and attend relevant progress meetings.
- Attend to enquiries from the survey company.
- It is a requirement for the survey sub-Service Provider to submit a survey verification report for existing beacons prior to using their values. The verification entails the following:
 - Evaluate the verification survey methodology
 - Evaluate the verification residuals
 - Advise the survey sub-Service Provider to re-survey the existing control beacons or to adopt their values for the rest of the survey
- Receive the newly established permanent survey control survey data and co-ordinates for approval prior to the acceptance of the values for any further surveys.

When receiving completed survey data from the survey sub-Service Provider the following processes listed below shall be followed:

- Check that all deliverables have been submitted by the survey sub-Service Provider in terms of the tender requirements.
- Conduct survey data quality control and forward required corrections (if any) to the survey sub-Service Provider. The date by which corrections are required must be identified.
- Receive corrected survey data (if any) from survey sub-Service Provider and conduct survey data quality control. Destroy all previous data.
- Submit a copy of the final survey data to the Employer for proof of service completed.
- Make payment to the survey sub-Service Provider.

C3.3.4 Traffic Monitoring Services

All traffic monitoring requirements must be identified by the Service Provider as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these surveys. It is important that the Service Provider familiarises himself with the requirements of TMH3: Specifications for the Provision of Traffic and Weigh-in-Motion Monitoring Services and TMH14: South African Standard Traffic Data Collection Format in order to ensure that the traffic monitoring deliverables will conform to the Service Provider's requirements.

The Service Provider is required to provide the type and extent of the survey and determine a reasonable time period for its production.

(a) Procurement of the traffic monitoring sub-Service Provider

The Service Provider shall identify all potential traffic monitoring requirements during the initial and visual assessment stages. Discussion of purpose and extent of the survey shall be included in the agenda of the first progress meeting.

The Services Provider shall be required to procurement traffic monitoring services in accordance with Clause C3.1.17.

All traffic monitoring are to be carried out to TMH3 and TMH14 standards

(b) Management of the traffic monitoring sub-Service Provider

Whenever the Service Provider procures the traffic monitoring services, the following processes shall be applied:

- Call for and evaluate regular progress reports and attend relevant progress meetings.
- Attend to enquiries from the traffic monitoring company.
- It is a requirement for the TMSP to submit a traffic monitoring report. The report entails the following:
 - Evaluate the survey methodology
 - Evaluate the positions for traffic monitoring
 - Advise the Service Provider to re-evaluate the proposed positions or advise on the suitability of the traffic monitoring system to be used.
 - Take the necessary geocoded photographs to verify positions of traffic counts.
 - Compile the Station Information Report
- Receive the traffic monitoring data for approval prior to the acceptance of the values for any further surveys.

When receiving completed traffic monitoring data from the traffic monitoring sub-Service Provider the following processes listed below shall be followed:

- Check that all deliverables have been submitted by the traffic monitoring sub-Service Provider in terms of the tender requirements.
- Conduct complete data quality control and forward required corrections (if any) to the traffic monitoring sub-Service Provider. The date by which corrections are required must be identified.

- Receive corrected data (if any) from traffic monitoring sub-Service Provider and conduct complete data quality control. Destroy all previous data.
- Submit a copy of the final complete data to the Employer for proof of service completed.
- Make payment to the traffic monitoring sub-Service Provider.

C3.3.5 Environmental Service

The Service Provider shall identify all potential environmental issues relating to the envisaged scope of the Works during the assessment stage, including areas where potential borrow pits and/or quarries may be located.

The environmental sub-Service Provider shall distinguish between the design and construction stages. The Employer requires that the same sub-Service Provider fulfils the duties of the Environmental Assessment Practitioner (EAP) and later as the Environmental Control Officer (ECO), in accordance with the Mineral and Petroleum Resources Development Act (28 of 2002).

The Services Provider shall be required to procurement environmental services in accordance with Clause C3.1.17.

C3.3.6 Geotechnical and Drilling Services

The Service Provider shall identify all potential geotechnical and drilling requirements as early as possible during the Project Assessment stage in order to ensure that there will be sufficient time to undertake these services. If required, the Services Provider shall be required to procurement geotechnical and drilling services in accordance with Clause C3.1.17.

Once appointed, the contract will be carried out between the Geotechnical and Drilling sub-Service Provider and the Service Provider.

Supervision of the sub-service work shall only be undertaken by suitably qualified and experienced personnel. Dependant on the scope and/or scale of such sub-services, supervision may be required on a full time or part time basis as determined by the Employer.

The logging of the cores and profiling of test pits are the Service Provider's responsibility. All core logging and test pit profiling are to be carried out, officially checked and signed by a suitably qualified and experienced engineering geologist as specified in Section 38 of the COTO Standards and Specifications for Sub-service Investigations (2010).

The Service Provider's geotechnical engineer shall be responsible for reviewing the results of the investigations and confirming its acceptance. The geotechnical engineer will be involved in the planning, procurement and managing of the sub-contract. The geotechnical engineer will be responsible for the acceptance of data collected during the investigation including amongst others, core logs, test pit profiles, laboratory test, etc. and the production of a factual geotechnical report. In addition, the geotechnical engineer will be responsible for an interpretive geotechnical report as well as a design geotechnical report required for fulfilling the design.

C3.3.7 Other Special Services and Specialist Advice

The Employer may require other special services and specialist advice which are not included in the normal duties. These may include:

- road network planning studies
- traffic, axle weight and transportation studies (including traffic counts only)
- economic studies
- model studies
- soil mapping and seismic or similar surveys
- monitoring of road and bridge elements
- pavement surveillance surveys (e.g. FWD)
- mediation, arbitration and litigation
- land acquisition assistance

The Service Provider shall, if and when required by the Employer to do so, procure such other specialist services in accordance with the procedures for the procurement of sub-Service Providers. The Service Provider may tender for these services.

In the event of "specialist advice" the reimbursable costs shall be inclusive of the investigations and analysis to provide the Employer with an appropriate technical solution. In the case of "special services" the reimbursable cost is only for the specific survey, tests or data required and exclude the analysis thereof, the cost of which shall be included in the tendered rates for design.

Provision for payment of other special services and specialist advice are provided in Section C3.8: Additional Duties. Where investigations are to be undertaken the Service Provider shall compile a schedule of required work, which shall be subject to the approval of the Employer, before any investigation may commence.

C3.3.8 Pavement / Materials Investigation and Testing

The Service Provider shall be required to determine the number and location of testing required for approval by the Employer.

(a) Test pits

All test pits shall be excavated, profiled and sampled in accordance with the M1 Manual and industry best practice. The dimensions of the excavation shall be sufficient to permit safe working conditions and to allow for adequate quantities of material to be sampled from each horizon for the envisaged testing. All test pits shall be excavated to a minimum depth of 800mm, or deeper if so specified by the design engineer.

All test pits shall be backfilled utilizing material which is at least of a similar quality as that removed from the relevant horizon. The upper 150mm horizon shall consist of at least G2 quality material stabilized with 2% emulsion and 1% cement. The surfacing shall consist of hot/cold asphalt or prefabricated seal patches as appropriate to the existing surfacing and traffic/road class. Compaction shall be by appropriate compaction equipment in layers not exceeding 150mm.

(b) Dynamic Cone Penetration (DCP) testing

Dynamic Cone Penetration (DCP) testing shall be carried out in accordance with the standard test method. Appropriate drilling equipment shall be utilized to penetrate asphalt, highly stabilized or cemented layers prior to proceeding with the testing. Results of DCP testing shall be produced in a format enabling full assessment of the various pavement layers to be assessed.

(c) Transport of samples to laboratory

All samples shall be securely fastened, labelled and transported to the laboratory appointed to carry out the required testing.

(d) Laboratory testing

Only SANAS accredited laboratories shall be permitted to carry out laboratory testing of materials. All testing shall be carried out in accordance with the methods specified in the relevant test methods.

C3.4 DESIGN DEVELOPMENT STAGE

C3.4.1 Scope

This section covers the requirements for the compilation and submission of a Preliminary and Detailed Design and the various phases that the Service Provider may have to apply so as to develop the design in such a way that the Employer is provided the opportunity to select the most appropriate design strategy.

It is a fundamental requirement that the Service Provider has a thorough working knowledge of the Employer's complete suite of design standards, codes, manuals and guidelines (i.e. those that it publishes and those for which it provides an industry custodianship), which shall be used in the production of the designs in all their separate phases. In addition, the Service Provider shall apply any other industry best practice publication that may be appropriate. Furthermore, the Employer's philosophy of appropriate standards and cost effectiveness shall always be considered.

C3.4.2 Investigations, Sampling and Testing

Intrusive investigations are deemed to be any type of investigation that probes into or removes from the roadbed, borrow pits, quarries, structure founding materials and other areas, e.g. cuttings, etc. Investigations, both intrusive and non-destructive, sampling as well as associated laboratory testing, must be approved by the Employer before they are undertaken.

The Service Provider shall initially identify and then determine the viability of sources for the supply of materials by arranging for test pits, samples, laboratory testing and reporting on them. The investigations may involve drilling, both by percussion and core recovery if needed to prove new sites or extensions to existing pits. Depending on the locality of the project site, the investigation of materials sources shall include the use of commercial sources as well as existing Employer owned sources on, alongside or near the project site. This will require sampling and testing of the commercial products. When the project demands crushed stone products the investigation of more than one source shall be required.

Supervision of intrusive investigations shall not be delegated, they shall be supervised and logged by the key person listed as the relevant design specialist.

Provision for investigations, sampling and testing has been allowed for in the Pricing Schedule.

The Service Provider shall submit for approval a schedule of proposed work for all field work, sampling and testing prior to commencement.

C3.4.3 Preliminary Design

The underlying purpose of preliminary design is to develop more than one option for presentation to the Employer for selection of that which is the most appropriate based on technical functionality and economic benefit. The selected option(s) will then be further developed in the detailed design phase.

The Service Provider shall, using the findings of the project assessment and investigations, identify problem areas, provide comprehensive evidence that their underlying cause is understood and propose appropriate corrective or reparative remedies. These proposals will accompany others for multiple design methodologies that are considered appropriate to the project including identification of their respective technical inputs. All proposals shall be discussed with the Employer. At least 3 (three) different methodologies must be proposed not all of which need to include identified remedies. Proposed methodologies should separately deal with elements relating to capacity improvements so that these may be individually developed together with the methodologies so that the Employer is presented with an array of design options from which to make decisions for progression to detailed design.

The duties to be performed include but are not limited to the following:

- (i) Provide a programme for documentation and implementation of the works;
- (ii) Include a baseline risk assessment and a health and safety specification;
- (iii) Include an operations and maintenance support plan over the service life;

- (iv) Establish the feasibility of satisfying the original scope of works within the original budget, and if not, motivate a revised scope and/or budget;
- (v) Include a technology (alternatives) options assessment;
- (vi) Include a regulatory due diligence (compliance with various regulations and required statutory permissions impacting this project);
- (vii) Advising the Employer as to the need for any further surveys of any kind, analysis, tests and site or other investigations which may be required, and arranging for these to be carried out at the Employer's expense including a risk assessment and sensitivity analysis associated with the need;
- (viii) Advising the Employer regarding environmental requirements and management plans and attending to the same;
- (ix) Advising the Employer, as may be necessary, upon the appointment of and brief to other professional engineers, architects and specialist advisers and arranging such appointments and consultations with such advisers in matters affecting the works;
- (x) Preparation of preliminary design plans and other drawings
- (xi) Consultation on technical matters with authorities and interested and affected parties;
- (xii) Making modifications to the preliminary design of the works in connection with or dictated by the consultations aforesaid;
- (xiii) Identification and reporting on services and owners as well as relocations/protection measures required;
- (xiv) Submission of estimates of capital and life cycle costs and economic and financial implications in relation to the proposals and the confirmation of the financial sustainability thereof;
- (xv) Conduct a Land Audit of each Route under consideration. In this regard the Service Provider must produce a (high level) property report for each such Route being investigated including the land required for material sources. This report must identify at the very least the following:
 - property type
 - ownership type
 - title type
 - informal rights
 - informal settlements
 - mining rights
 - real rights (servitudes, etc.)
 - jurisdiction of affected non-National Roads
 - Traditional (Tribal) Authorities and their jurisdiction
 - Municipal Authorities
 - affected streets and public places
 - proclaimed forestry, conservation, irrigation, etc. areas

In addition the Service Provider must undertake a 'high level' Land Acquisition cost analysis for each Route being investigated inclusive of the land required for material sources.

The Service Provider shall at this stage ensure that relevant one-on-one consultations with affected land owners are conducted including the holders of formal, informal rights and all other rights as defined above. Where land is in the ownership of the State (Municipal, Provincial or National) or other State Authorities, then the Service Provider shall also attend on such authorities in order to give notice of the intention to acquire portions of or the whole of such properties. The impact of the routes on such rights must be clearly documented in the report.

In regard to all of the above, the Employer may instruct the Service Provider to appoint a specialist if it becomes evident that there are complexities that would require specialist input.

The Employer must be advised immediately if there is evidence of unlawful occupation of land along the proposed Routes and on land earmarked for material sources

- (xvi) Compilation and submission of a Preliminary Design Report and if required a Preliminary Materials Report.
- (xvii) The requirements for structures under the Preliminary Design Phase will be split into two stages:
 - The first stage shall comprise submission of a separate Basic Planning Structures Report (which includes bridges, major culverts, lesser culverts, walls, gantries, light masts and buildings) for all new and existing structures in terms of Clause 13.2 of the Code of Procedure for the Planning and Design of Highway and Road Structures in South Africa. The first stage report shall be, in essence, a road planning report in

which structural issues as envisaged are addressed. This stage shall include Bridge Width schedules submitted for approval and is submitted in conjunction with the submission of the overall Preliminary Design Report.

- The second stage shall comprise submission of a separate structures report (which includes bridges, major culverts, lesser culverts, walls, gantries, light masts and buildings) for all new and existing structures in terms of Clause 13.3 of the Code of Procedure for the Planning and Design of Highway and Road Structures in South Africa. In the case of bridges, a separate report shall be submitted per bridge. This report shall investigate structural solutions in terms of environmental and site conditions, geometric constraints, structural requirements, financial aspects and those considerations that have a bearing on the feasibility of the postulated solutions. These submissions shall take place after approval of the Preliminary Design Report.

C3.4.4 Detailed Design

The Employer will select from the outcome of the preliminary design phase, the design option and other possible design elements that are to be developed to detailed design.

The duties to be performed include but are not limited to the following:

- (i) Provide a programme for documentation and implementation of the works;
- (ii) Include a baseline risk assessment and a health and safety specification;
- (iii) Include an operations and maintenance support plan over the service life;
- (iv) Establish the feasibility of satisfying the original scope of works within the original budget, and if not, motivate a revised scope and/or budget;
- (v) Include a technology (alternatives) options assessment;
- (vi) Include a regulatory due diligence (compliance with various regulations and required statutory permissions impacting this project);
- (vii) Advise the Employer as to the necessity for setting out or staking out the works, establishment of construction beacons;
- (viii) Advise the Employer as to the need for any further surveys of any kind, analysis, tests or other investigations which may be required and arranging for these to be carried out including a risk assessment and sensitivity analysis associated with the need;
- (ix) Advise the Employer regarding environmental requirements and management and attending to same as agreed with the Employer;
- (x) Preparation of designs inclusive of all calculations, drawings, project specifications and Engineering schedules of quantities in accordance with the requirements of the Employer's current appropriate Codes, Manuals and Guidelines; including labour maximisation/optimisation in all phase of the design.
- (xi) Estimates of the cost of the works, using the unit rates of the Employer's database if applicable;
- (xii) Identify and advise the Employer on communication channels, employment forums and issues impacting on the design;
- (xiii) The timeous arrangement for the relocation of any services which may disrupt the construction programme. This may include relocation of services prior to construction stage;
- (xiv) Conduct a Detailed Land Audit of the entire project area.

The Employer may instruct the Service Provider to appoint a specialist if it becomes evident that there are complexities that would require specialist input.

In regards to this land audit, the Service Provider must produce a detailed report for each property along the route and all land required for material sources. This report must identify, at the very least, the following:

- property type
- ownership type
- title type
- informal rights
- informal settlements
- mining rights

- real rights (servitudes, etc.)
- jurisdiction of affected non-National Roads
- Traditional (Tribal) Authorities and their jurisdiction
- Municipal Authorities
- affected streets and public places
- proclaimed forestry, conservation, irrigation, etc. areas

The Service Provider shall, at this stage, then also conduct one-on-one consultations with each land owner affected by the project and with the holders of formal and informal rights and indeed all other rights as defined above. Where land is in the ownership of the State (Municipal, Provincial or National) or other State Authorities, then the Service Provider shall accompany the specialist (if appointed) when meeting with such authorities in order to deal with aspects raised by such authorities and where such aspects are of a Technical/Design nature. In this regard, careful reference must be made to the formalities.

It is emphasised that the purpose of this interaction is to reach consensus with each land owner so affected with regards to the impact that the land acquisition will have on his property and to all of his entitlements and to clearly determine the conditions under which the land owner will be willing to sell the land required.

This is expanded on further in this document below. In this regard, the Employer must be advised immediately if there is evidence of unlawful occupation of land along the proposed route and on land earmarked for material sources.

The revised road reserve must be determined and have the Employer's approval.

- (xv) Submit the necessary design documentation to local and other authorities for approval, if required;
- (xvi) Consultation on and incorporation of, where applicable, technical matters with authorities and interested and affected parties;
- (xvii) Compilation and submission of a Detailed Design Report and if required a Materials Report;
- (xviii) Submission of Economic Feasibility Analysis (where required) and confirm the financial sustainability of the project.
- (xix) Undertake a market analysis in terms of the CIDB guidelines for undertaking a feasibility study (CIDB grading, Central Supplier Database, etc. of availability and type of Targeted Subcontractors for the Works Contract.

Detail design requires the drafting of a final project specification that will be incorporated into a full tender document. A full set of drawings complying with the Employer's latest drawing standards shall be presented for signature. The Service Provider shall be aware of the Employer's procedures for iterative presentations of drawings for approval, signature, archiving and amendment to include the as-built record.

Guidelines for drawings are contained in TMH11: Standard Survey Methods (latest version) published by the Committee of Transport Offices (COTO). This reference contains all the relevant information relating to grid intervals, topographical detailing, symbols, colours, weight, and letter sizes etc and acts as the standard to be used for the production of drawings for use by a contractor.

C3.4.5 OHS Requirements

The Service Provider shall at all stages of the design development identify elements of the design that are inherently dangerous or hazardous during the construction phase and design in such a manner as to mitigate or eliminate the risk where possible. At the culmination of each development phase all identified dangers/hazards shall be listed and brought to the attention of the Employer and agreed hazards shall be emphasised and given prominence by way of notification on the drawings and separately listed in the respective phase-end reports. They shall appear in the drawings and the tender document for issue to a contractor.

For example, staging for bridge decks or shoring of unstable excavations is the designer's responsibility to identify and notify of the health and safety risk.

C3.4.6 Environmental Requirements

Throughout the development of the project design the Service Provider shall liaise closely with the appointed EAP as he/she performs the environmental subservice. It is desirable that the EAP accompanies the Service Provider to the regular progress meetings to ensure accurate reporting on the state of the application for environmental approvals. The compilation of the various Environmental Management Programmes (EMPrs) that the respective relevant authorities require shall be modelled on the Employer's standard Environmental Management Plan with as little deviation from it as possible. Any adaptation or change shall be reported to the Employer for approval and later incorporation into the contract document.

Any cause derived from these EMPrs that requires incorporation into the design shall similarly be reported to the Employer for approval.

C3.4.7 Land Requirements

The Service Provider is required to submit a comprehensive and detailed Property Report if any expropriation of land is required for the project.

C3.4.8 Road Safety Audit

- (1) The Service Provider shall in terms of the South African Road Safety Audit Manual (Second Edition, May 2012), hereafter referred to as the SARSAM:
 - (i) Develop a Scope of Works for the procurement of the services of a Road Safety Audit Team for **Stage 3 (detailed design stage)** of the Project. The stages and numbering refer to the definitions in SARSAM. Such Scope of Works shall include but are not limited to:
 - Conducting a project Information Review;
 - Conducting a Site Inspection/s;
 - Producing a Road Safety Audit Report;
 - Issuing the Road Safety Audit Report and discussing the initial findings with Employer and Service Provider;
 - Initiating and Conducting a Completion Meeting;as prescribed in the SARSAM.
 - (2) Recommend with motivation to the Employer the composition of the Road Safety Audit Team depending on the size and complexity of the project, as prescribed in the SARSAM. Generally the Road Safety Audit Team will comprise an Audit Team Leader and at least two (2) Audit Team members. The Audit Team Leader is the lead auditor that is responsible for compiling the road safety audit report and representing the audit team in liaising with the Employer and the Service Provider. The Audit Team Member/s is the second auditor that assists in and contributes to the road safety audit. The Audit Team Leader and Member/s must be independent from the Service Provider, and must not be under the employ of the Service Provider
 - (i) The Service Provider must ensure that the minimum requirements of the Audit Team Leader and Members comply with the Employers latest Road Safety Audit Policy.
 - (ii) Once the Road Safety Audit Team is appointed, the Service Provider shall:
 - Compile and Issue a Road Safety Audit Brief to the Road Safety Audit Team;
 - Initiate and conduct a Commencement Meeting with the Road Safety Audit Team;
 - Attend a Completion Meeting if requested by the Employer;
 - Review Audit Findings and Recommendations;
 - Compile and issue a Response Report including Risk Assessment of Safety Concerns;as prescribed in the SARSAM.
- (3) The Service Provider shall implement Design Changes as identified by the Road Safety Audit Team and as agreed to with Employer, as specified in the Response Report.

- (4) The Service Provider should provide written feedback on lessons learned and knowledge gained, which shall take the form of a short report.

C3.4.9 Project Cost and Feasibility

At the reporting stage of each design development phase a cost estimate of the works, including contract price adjustment (CPA) shall be determined. A separate cost estimate shall be compiled for each design option. On completion of the detailed design stage this estimate shall consist of a priced schedule of quantities. This estimate shall include a contractor's probable preliminary and general costs as well as a provision for contract price adjustment. No allowance is to be made for a contingent sum. However, the inclusion of provisional sums within the schedule of quantities is acceptable.

In addition to a cost estimate of each design being developed a feasibility analysis shall also be conducted as specified.

C3.4.10 Project Programme and Constructability

At completion of the detailed design phase the Service Provider shall provide a comprehensive logic programme of construction activities regardless of the complexity of the project. The programme shall also be used to verify a realistic construction period.

The programme shall include the following:

- A work breakdown structure that identifies all major activities.
- Scheduled duration for each activity.
- Linkages between activities that clearly identify sequence, floats and critical path.
- Simultaneous activities shall be identified as well as priority activities.
- Time for each activity.
- A risk assessment schedule with mitigating plans of issues that could prevent the due completion date being met.

Should the Employer require an electronic version of the programme for review purposes, the Service Provider shall supply the programme in a format compatible with the Employer's software.

Throughout the development of the project design the Service Provider shall consider the constructability of the design which shall also be reflected in the programme. Typical aspects and/or constraints that should be considered (but not limited to) are traffic volumes, time of day/year, work space, weather, safety, environmental issues and land acquisition issues.

C3.4.11 Detailed Design Report

A detailed design report shall be submitted for discussion at the progress meeting. This report shall, as a minimum, cover all the duties as specified under Detail Design including:

- Deviations from standards, e.g. geometric, drainage, road classification, structures, etc.
- Geometric and capacity improvements
- Existing versus proposed X-section
- X-section development strategy – 20 years
- Intersection/interchange improvements
- Outcome of interaction with stakeholders
- Relocation of services
- Existing pavement condition and accepted pavement design
- Materials utilisation
- Geotechnical improvements
- Road furniture improvements
- Additional land requirements
- Drainage improvements

- New structures and any capacity improvements to existing structures (which includes bridges, major culverts, lesser culverts, walls, gantries, light masts and buildings)
- Comprehensive report on Land Acquisition (where the report shall inter alia report on the risks associated with gaining timeous access to the land required)

C3.4.12 Phase/Stage Discontinuity

Whenever discontinuity occurs between various stages or phases, the service provider shall review the design of the Service provider who undertook design. The Service provider shall take account of any other information and data acquired from its approved investigations. Should the Service Provider be required to redesign certain portions of the previous phase, the service provider shall be taking full liability for that portion.

Whenever discontinuity between design development stage and or? Tender documentation stage and or/contract administration and monitoring of the works stage occurs

- The Service Provider shall review the design of the Service provider who undertook the design development (the designer) taking into account of any information and data acquired to redesign certain portions of the original design , the service providers shall take full liability of that portion.
- The designer will be afforded the opportunity to review the final tender documentation compiled by the service provider. This is done in recognition of the designers ongoing liability for the design and providing protection to review and comment on the original and specification still being appropriate for the prevailing circumstances and or conditions. In addition, the designer will be provided the opportunity to inspect the construction works periodically to ensure his/her professional obligations are not compromised. Any visit shall be in the company of the service provider appointed for construction monitoring. The frequency of any such visit inspections shall be appropriate to the scope and scale of the works. Any payments will be made will be based on the original based contract and or DPSA rates.

C3.5 TENDER DOCUMENTATION AND PROCUREMENT

C3.5.1 Scope

This section covers the requirements and process for the compilation of tender documentation, gateway review, invitation to tender for the Works Contract, Contractors' clarification meeting, tender period and evaluation of tenders received for the Works Contract.

C3.5.2 Tender Documentation

The following documents shall form the Tender Documents for the Works Contract:

- (i) **VOLUME 1:** General Conditions of Contract for Construction Works: GCC 2015 (to be purchased separately by tenderers).
- (ii) **VOLUME 2:** The Standard Specification for Road and Bridge Works for State Road Authorities, March 1998, issued by the Committee of Land Transport Officials (to be purchased separately by tenderers).
- (iii) **VOLUME 3:** The Project Document, which includes Conditions of Tender, Particular Conditions of Contract, Scope of Works and Site Information, all in accordance with the Employer's standard pro-forma document.
- (iv) **VOLUME 4:** Books of Construction Drawings for tender purposes (if required).
- (v) **VOLUME 5:** Materials Investigation and Utilisation Information (if required by the Employer to be bound separately)
- (vi) **VOLUME 6:** Environmental Management Programme (if required by the Employer to be bound separately).

C3.5.3 Compilation of Draft / Final Tender Document

The Service Provider shall adhere to the following process:

- (i) Compile and submit all relevant draft tender documentation for the purpose of discussion with the Employer and Employer's Gateway review process as indicated in Clause C3.1.12(a)(iii).
- (ii) Subsequent to discussion Employer's Gateway review of the draft documentation, the Service Provider shall:
 - compile final documents incorporating all the amendments arising therefrom the discussion;
 - compile and write the requisite number of complete sets of document on CD's/DVD's with the standard cover detail imprinted on the CD/DVD as well as the CD/DVD case
 - prepare the requisite number of paper copies of the complete set of the tender document (if required by the Employer);
 - deliver the CD's/DVD's and paper copies to the Employer's regional office before the tender document availability date specified in the Tender Notice and Invitation to Tender.

C3.5.4 Tender Advertisement

The Service Provider shall prepare the tender advertisement and submit to the Employer who will place the tender advertisement with the relevant organisations.

C3.5.5 Clarification Meeting

The Service Provider shall be required to compile and submit a MS PowerPoint clarification meeting presentation for prospective tenderers for the Works Contract in accordance with the Employer's standard requirements.

C3.5.6 Tender Period

The Service Provider shall communicate, through the Employer's Procurement Department, with all tenderers during the tender period in accordance with Conditions of Tender for the works contract. The actions below need to be followed:

- Attending to any technical queries or points of clarification requested by tenderers.
- Compilation for distribution, by the Employer's Procurement Department and confirmation of receipt by all tenderers of any addenda to the Tender Document.

- Informing and obtaining approval from the Employer of any unresolved enquiries and changes to date for submission of tenders.

C3.5.7 Tender Evaluation Assistance

The Employer requires the Service Provider to provide tender evaluation assistance in the form of:

- Obtaining the top 5 responsive tender offers from the Employer.
- Prepare and submit the Service Provider's tender estimate.
- Conduct a technical and commercial risk assessments in terms of the conditions of tender and the Employer's Procurement Department.
- Prepare and submit a detailed technical and commercial risk assessment report to the Employer.

C3.5.8 Contract Documents for the Works

The Service Provider shall, within 14 (fourteen) days of the date of the Letter of Acceptance, prepare and submit 2 (two) sets of contract documents for signature. These documents shall be prepared in accordance with the requirements listed in the Employer's pro-forma document. One (1) electronic copy in pdf format of a fully signed (by all parties) contract shall also be submitted. The number of additional sets of contract documents for use by the Engineer and his site staff shall be at the discretion of the Service Provider.

The following shall be bound at the back of Volume 3, or bound together as a separate volume together with a table of contents:

- (i) all addenda issued, together with proof of receipt, completed and signed by the successful tenderer;
- (ii) all letters, statements and documents submitted by the successful tenderer with his tender;
- (iii) all correspondence between the Service Provider and the successful tenderer prior to tender acceptance;
- (iv) the Employer's Letter of Acceptance of tender; and
- (v) the contractor's Letter of Acceptance, including any conditions.

The contract documents shall comprise all the documents mentioned above, together with Volumes 1 and 2 and the performance guarantee, which shall remain separate documents.

The Engineer shall assess the performance guarantee provided by the Contractor for conformance with the pro-forma working in the tender documentation and if satisfied, shall thereafter submit it to the Employer for safe keeping.

C3.6 ADMINISTRATION AND MONITORING OF THE WORKS CONTRACT

C3.6.1 Scope

This section covers the duties and obligations of the Service Provider in the provision of the Engineer and site supervisory staff for the administration, construction monitoring and measurement of the Works carried out by the Contractor appointed by the Employer during the original Works Contract duration, extended duration and including prolonged site stoppages not under the control of the Employer (i.e. Business Rescue or Community unrest).

C3.6.2 Administration and Monitoring

(a) Fulfilling the functions of the Engineer

The appointed Engineer for the project shall be that person listed in the tender as the Contracts Engineer, who shall be authorized by the Service Provider to carry out the work intended by the specifications and the duties required by the GCC 2015 general conditions of contract.

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

- (i) Conduct meetings with affected communities and relevant forums, if necessary, to establish communication channels and to determine issues impacting on the construction phase.
- (ii) 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).
- (iii) Arranging and attending monthly technical and site meetings and keeping minutes of such meetings.
- (iv) 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.
- (v) 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.
- (vi) Issuing instructions to the Contractor, co-coordinating and generally inspecting the execution of the Works for compliance with the contract at such intervals as appropriate for the purpose of the proper inspection of the works, directing site staff and delegating the detailed and day-to-day supervision/inspection of the works and site administration.
- (vii) Advising the Employer regarding the inspection and testing of such materials and plant as are usually inspected and tested and arranging for such inspection and testing to be carried out in accordance with current appropriate codes, manuals and guidelines.
- (viii) Arranging for the carrying out of performance or acceptance tests and surveys as required by the Employer.
- (ix) Ensure regular inspections by the design specialists for all work on the project.
- (x) Approve all materials and ensure compliance of materials mix designs to the specifications.
- (xi) Monitor and report on training, development and empowerment programmes required from the Contractor terms of the Employer's Contract Participation Goals identified in the work contract document.
- (xii) 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.
- (xiii) Monitor and report on conformance to all relevant Environmental legislation and requirements.
- (xiv) 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.
- (xv) Issuing certificates for payment to the Contractor in accordance with the conditions of contract.
- (xvi) Review and analyse claims and/or disputes or differences that may arise between the Employer and Contractor. Present to the Employer the Engineer's review and analysis for discussion and consultation before the Engineer's decision is made known to the Parties. All duties with regard to disputes will be paid for under Additional duties.
- (xvii) Issuing works authorisations, as agreed with and approved by the Employer.
- (xviii) Provide the Employer with progress, monthly materials and laboratory and other reports on all aspects of material importance regarding the Works.

- (xix) Identification of risks to the Employer under the Works Contract, as well as communicating mitigations measures to the Employer.
 - (xx) Provide the Employer within 3 months of issuing the Certificate of Completion of the works with such draft construction reports, materials as-built records, as-built plans 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 Final Approval Certificate for the Works contract.
 - (xxi) Certain construction monitoring duties may be delegated to the Engineer's representative (RE).
 - (xxii) Receive the contractor's proposed programme, analyse it, comment on it and when found acceptable write to the contractor stating that the programme is acceptable.
 - (xxiii) Conducting interim monthly performance evaluations on the Contractor and a final written and signed report to be submitted to the CIDB as gazetted.
- (b) Head office administration

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

The Service Provider shall furthermore be responsible for the safe keeping of all original Roadworks and Structural Drawings as well as all other documentation related to the different phases of the project, for a period of at least 5 (five) years after the defects notification period. No additional payment will be made for this.

- (c) Occupational Health and Safety obligations

The Service Provider shall execute the duties of the Employer, as his appointed agent, as contemplated in the Construction Regulations (2014) to the Occupational Health and Safety Act (Act No. 85 of 1993).

The Service Provider shall arrange, formally and in writing, for the Works Contractor to provide documentary evidence of compliance with all the requirements of the said Act. The Service Provider shall also carry out regular site audits to ensure compliance thereto. Should the Service Provider not have "in-house" capacity to undertake such duties, an external recognized specialist shall be appointed. **This individual needs to be registered with the SACPCMP as a Professional Construction Health and Safety Agent or a Construction Health and Safety Manager.** Provision for payment for all OH&S obligations during the construction phase has been included in the Pricing Schedule.

- (d) Monthly Technical and Site Meetings

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

- (e) Compilation of monthly materials and laboratory report

The appointed engineer shall be responsible for the compilation of monthly materials and laboratory reports. These reports shall be in accordance with the Employer's guideline documents. The site laboratory Service Provider must supply the necessary information to be included in the report, but it will be the sole responsibility of the engineer to ensure that the information provided is true and correct. These reports shall be submitted to the Employer's relevant Project Manager on a monthly basis, for the duration of the works contract. The reports shall be submitted in hard copy format. The reports shall reach the Employer by no later than the 7th of the month. No additional payment will be made for this.

- (f) Site visits by design specialist(s)

The appointed design specialist(s) for the project shall visit the site to comply with the Construction Regulations of the Occupational Health and Safety Act (No 85 of 1993) as relevant for the design of the Works during the construction phase as well as the designer's obligations with respect to the relevant professional engineer's legislation. Furthermore, the design specialist(s) shall as a minimum attend the construction of trial section including inter alia, stabilization trials, base construction trials and final surfacing trials. The design specialist for structures shall visit the site at least once a month

whilst construction of the new bridge and the widening of the existing is in progress and whilst remedial works to existing structures is being carried out. It is also expected during the initial foundation stage of structures that the founding material (including for piles) for major culverts and bridges shall be inspected by an experienced geotechnical engineer. This means that for all major structures it is expected that the geotechnical engineer will do the initial approvals of foundation founding material on a monthly basis or more often as required.

(g) Assistance for procurement of targeted subcontractor work packages

The Service Provider shall be required to assist the contractor with regards to the procurement of sub-contractors to comply with the Targeted Subcontractor Participation and Development Specifications of the Construction Contract.

The specifications for the procurement of targeted subcontractor work packages are provided for in the Employer's Targeted Subcontractor Participation and Development Specifications and includes for:

- Compilation of tender documents
- Tender invitations
- Issuing of tender documents
- Tender briefing
- Tender adjudication

Allowance has been made for the requirements in the Pricing Schedule under Additional Duties.

(h) Fulfilling the duties of the Senior Materials Technician/Materials Technician

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

- (i) Work in a close relationship with the laboratory including having regular discussions with the laboratory manager about the condition, progress and standard of the laboratory;
- (ii) Conduct regular laboratory inspections and report and draft report;
- (iii) Act as liaison between the Engineer's Representative and the laboratory;
- (iv) Advise the Engineer's Representative where the laboratory does not comply with the contractual and technical requirements;
- (v) Prepare and sign-off materials mix and seal designs or any other relevant matter for submission to the Engineer's Representative;
- (vi) Verify the requests for lot approval submitted by the contractor and ensure the tests requested are in line with the lot submitted.
- (vii) Ensure the laboratory is granted sufficient time for sampling with regards to every request received;
- (viii) Keeps track of submission time for laboratory results. Determine the number and locality of acceptance testing required for each lot. Receive and verify all the test results from the laboratory manager.
- (ix) Sign-off test reports and make recommendations for approval or rejection.
- (x) Inspect works daily which shall inter alia include materials sources, layer works, structures and any other materials related to items on site;
- (xi) Do visual inspections on materials in lots submitted for approval;
- (xii) Inspect all trial sections constructed and complete as well as record trial section checklists;
- (xiii) Populate progress sheets linking test requests with the position on layer works.
- (xiv) Draft the monthly materials and laboratory reports;
- (xv) Keep As-Built data up to date.

C3.6.3 Establishment of supervisory personnel on site

(a) Supervisory team

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

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

- (i) Engineer's Representative
- (ii) Assistant Engineer's Representative
- (iii) Senior Materials Technician
- (iv) Materials Technician
- (v) Trainee Technician
- (vi) Surveyor team (part time)
- (vii) Trainee (student)
- (viii) Administrative Assistant (data capture)

The minimum requirements for qualification and experience of the supervisory team are specified in Clause C3.1.11.

Provision has been made in the Pricing Schedule to cover the total annual cost of employment (TACE) of the supervisory staff which shall include the following:

- (i) Basic salary.
- (ii) Other benefits not reflected in the basic salary, which may include:
 - o normal annual bonus (maximum of one month's salary or part thereof if contract is less than 1 (one) year) but excluding any performance bonuses or merit bonuses;
 - o consulting firm's contribution to medical aid;
 - o group life assurance, accident and disability insurance;
 - o pension/provident fund contributions by the consulting firm;
 - o allowances forming part of the remuneration package which are pensionable (car allowances, etc.);
 - o computer and cell phone allowance if part of package; and
 - o other justifiable costs and allowances approved by the Employer.
- (iii) costs payable due to all applicable statutory requirements such as:
 - o Workmen's compensation fund contributions;
 - o Unemployment insurance contributions; and
 - o Other applicable statutory levies.

A standardised **site staff overhead factor of 1.58 will be applied to the TACE of the supervisory staff** (excluding the surveyor and his assistants, trainee (student) and Administrative Assistants (data capture)) which is made up as follows:

Description	Site staff overheads
Salaries (Technical) TACE	1.00
Salaries (Non-technical) TACE	0.24
Telephone and communication	Tender item
Rental of premises, electricity, water	Provided by Employer
Transport not recovered from project	Tender item
Paper, stationary, consumables	Tender item
Audit, bank charges, interest, insurance	0.08
Marketing	0.02
Office equipment	Tender item
Training and development	0.02
Project direct expenses not recoverable	0.08
Head Office expenses	0.14
Net Overhead Factor before profit	1.58

Provision has also been made in the Pricing Schedule for additional overhead costs related to the employment of the relevant personnel, which may include the following:

- overtime by salaried professional and semi-professional staff (qualified Engineers, Technologists and Technicians) and all such other staff for which overtime is not payable in terms of the Labour Act;
- ordinary leave and sick leave (one month);
- administration related to salaries, legislation, etc.; and
- other overhead expenses and profit.

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

Three (3) months prior to the commencement of the works contract the Service Provider shall submit for consideration and approval to the Employer a detailed proposal in the Employer's prescribed format which shall include a CV of appropriate experience and qualifications as well as a cost estimate (including salary adjustments/increases) for each required and/or proposed person.

The annual salaries for those approved staff shall be substantiated by an auditor's certificate at the start of the project and whenever salary or staff changes occur thereafter. Prior approval is required for any salary adjustments/increases which shall be in line with CPI.

Survey services may be required on either a full time or part time basis as appropriate for the scope of the Works.

Where provision has been made in the Pricing Schedule, the surveyor shall be appointed as a sub-Service Provider and procured directly by the Service Provider in terms of Clause C3.1.7. The Service Provider shall enter into a sub-service agreement with the surveyor. The terms of reference with regards to the survey service on site shall be based on the requirement of the Employer as set out in Chapter 10 of Technical Methods for Highways TMH11: Standard Survey Methods.

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

(b) Relocation of site staff

Provision has been made in the Pricing Schedule for the costs to relocate the supervisory team to site.

(c) Accommodation

Appropriate housing for the supervisory team will be required to be provided by the Service Provider. A provisional sum has been allowed in the Pricing Schedule for this purpose. Accommodation of the site staff shall be located as near to the Works as practically possible.

The Employer reserves the right to limit the monthly supervisory team's accommodation cost claimed.

(d) Establishment of site office

Provision for the erection and maintenance of a site office building and all related services will be made under the Works Contract. The Service Provider shall, however, provide sufficient office equipment to perform all required duties for the monitoring of the Works Contract. This shall, inter alia, include the following:

- all cell phones,
- safety equipment in accordance with the OHS requirements, e.g. safety jackets, rotating amber lights, safety boots, etc.
- photo copiers, fax machines, modems, personal computers and printers (including all hardware and software)

- consumables and stationary
- digital camera

One (1) landline, including rental, call and data costs for work related office and fax usage shall be provided through the Works Contract. Should fixed connectivity not be available mobile connectivity with data shall be provided through the Works Contract.

Provision has been made in the Pricing Schedule for supplying the equipment as well as the monthly operational costs thereof.

In addition, the Resident Engineer as his/her assistants shall be equipped with mobile phones with the following minimum specification:

- Operating system: Android or higher
- Camera resolution: 5 Meg pixels or greater – 8MP recommended
- Screen resolution: 480 x 800 pixels or greater
- GPS facility: Yes, with geo-tagging for images
- Data connection: 3G or greater

C3.6.4 Monitoring of the Works Contract

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

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

- Monitoring and reporting of the Contractor's programme.
- Implement Engineer's quality control plan.
- Monitor Contractor's quality control plan.
- Site audits, inspection, quality control testing, approval, rejection of work.
- Measurement and certification of completed work inclusive of cash flow forecasts.
- Provide a final cost estimate for the work contract on a monthly basis, including estimated costs of claims.
- Regular Site Meetings with Contractor and Employer.
- Monitoring of the third party claims.
- Monitoring and reporting of Contractor's commitments in terms of the Employer's Contract Participation Goals.
- Supervision of traffic accommodation arrangements.
- Statutory control functions, which may include investigations into the legality of services and accesses without formal wayleave agreements and assist with the application for approval where required.
- Attend Project Liaison Committee (PLC) and Project Management Team (PMT) and all other meetings relating to the Targeted Enterprises (subcontractors & suppliers) and Targeted Labour.
- Monitoring and reporting of the project's EMP and NEMA requirements.
- Implement the Engineers requirements in terms of compliance with the OH&S Act.
- Monitor the Contractor's compliance with the OH&S Act.
- Compile all reports and as-built data in accordance with the Employer's standard requirements.

C3.6.5 Transport for site supervisory staff and additional services

The Service Provider shall provide sufficient appropriate vehicles on site to carry out the duties as specified in clause C3.6.4. Only travel in the execution of these duties, as well as any other travel necessary as a result of any additional duties as ordered by the Employer, shall be claimable. Estimated travel costs as a result of week-end travel by site staff to their place of permanent residence shall be approved beforehand by the Employer.

Travel log sheets for each vehicle utilised shall be certified by the Engineer and included under cover of the payment certificates submitted to the Employer.

The Employer reserves the right to limit the monthly supervisory team's travel distance claim to 5 000 km per person.

C3.7 ADDITIONAL DUTIES, SPECIAL SERVICES AND SPECIALIST ADVICE

C3.7.1 Scope

This section covers additional work, other special services and specialist advice, other duties, including a dispute process, etc. that the Service Provider may be required to undertake over and above the normal duties and obligations as specified.

C3.7.2 Additional Duties, Special Services and Specialist Advice

(a) By the Service Provider

The Employer may order additional duties, special services and specialist advice that fall outside the specified scope. Such additional duties, special services and specialist advice may involve, but not be limited to:

- Scope of works changes
- Additional design requirements
- Evaluation of alternative tenders
- Additional investigations during the Defects Liability Period
- Special services and specialist advice as specified in Clause C3.3.6
- Diverse other services, etc.
- Disputes

Allowance is made in the Pricing Schedule for payment on a time basis for any such work that may be required. The level of expertise necessary for any such work shall be concomitant with the issues to be addressed.

Any additional duties, special services and specialist advice shall be fully scheduled and submitted to the Employer for approval prior to the commencement therewith.

C3.8 QUALITY CONTROL: WORKS CONTRACT**C3.8.1 Materials****(a) Scope**

This section covers the requirements for the provision and quality management of a site laboratory established or commercial laboratory to carry out the necessary materials testing and construction quality of the Works.

(b) Standards

The Service Provider shall procure a fully operational laboratory and administer the laboratory to undertake the relevant investigative testing as well as process and acceptance control testing in accordance with specified requirements of the Works Contract as well as the Employer's standard requirements. A provisional sum has been allowed in the Pricing Schedule for this service.

The laboratory shall be a SANAS accredited laboratory or operate under the umbrella of a SANAS accredited main laboratory that shall be responsible for ensuring that all sampling and testing is carried out accurately and strictly in accordance with the relevant test methods as well as the SANAS accreditation requirements.

(c) Duties and responsibilities**(i) Establishment and operation of the laboratory**

Where a site laboratory is required provision for the erection of a laboratory building, together with workbenches, services, furniture etc. will be made under the Works Contract, the planning and documentation for which shall be included in the tender documentation stage.

The Service Provider shall procure the services of a sub-Service Provider for laboratory services via a tender process in accordance with Clause C3.1.17. The successful sub-Service Provider shall be SANAS accredited and able to provide laboratory equipment and competent staff for the operation of the laboratory. The requirements in terms of the laboratory shall be specified in the sub-contract based on the Employer's requirements. The appointment of the appropriate laboratory shall be approved by the Employer.

The Service Provider shall ensure the supply of such laboratory equipment as necessary to carry out the required testing relevant to the scope of the Works. All equipment shall conform strictly to SANAS accreditation requirements and/or the specifications as listed in the relevant test methods.

(d) Testing of materials off-site

Any testing which may be of such a low frequency as to not warrant the establishment of the relevant equipment and staff on site, or being of a specialised nature, shall be carried out in an off-site SANAS accredited commercial laboratory or the National Reference Laboratory. A provisional sum has been allowed for the costs of this testing.

C3.8.2 Survey**(a) Scope**

This section summarises the requirements for the provision of a site survey service to carry out the necessary survey quality control on the Works as specified in Technical Methods for Highways TMH11: Standard Survey Methods.

The purpose of this service is to ensure that the works are constructed as designed and specified and the relevant records are kept up to date. In this regard, the service shall provide for, inter alia:

- The verification of existing control or the establishment of new control and the supply of the data.
- The verification of all relevant setting out work carried out by the contractor.

- The verification that the works are constructed within tolerances specified.
- The verification of relevant quantities for measurement purposes.
- The checking of designs from a setting out point of view.
- The verification of construction records (as-built data).
- To undertake any survey work as required by the Engineer.

A provisional sum has been allowed in the Pricing Schedule for this service.

(b) Standards

The service shall be undertaken in accordance with TMH11 requirements, COTO Standard Specifications and Project Specifications.

(c) Procurement of the Survey Service

The Service Provider shall procure the services of a sub-Service Provider for survey in accordance with Clause C3.1.17. A prime cost sum has been allowed in the Pricing Schedule for this service.

C3.9 CLOSE OUT

C3.9.1 Scope

This section covers the fulfilling and completion of the project close-out including necessary documentation to facilitate effective completion, hand-over and operation of the project.

The Service Provider shall administer the Works Contract during the period subsequent to the issuing of the Certificate of Completion of the Works up to and including the issuing of the Final Approval Certificate to the Employer and Contractor (including the final payment certificate).

C3.9.2 Certificate of Completion

Upon completion of the written list setting out the work to be completed as specified within the Certificate of Practical Completion, the Engineer shall issue the Certificate of Completion to the Employer and Contractor.

The Service Provider shall undertake a full inspection of the Works (including close-out of the Contractor's Health and Safety File) to identify any outstanding minor work, and/or the rectifying of defects, and/or the clearing of the Site items and provide a date by which such items need to be completed for inclusion with the Certificate of Completion. The inspections shall be undertaken by the Engineer and his representative for the Works.

Upon issuing of the Certificate of Completion, unless otherwise provided in the Works Contract:

- The performance guarantee shall be returned within 14 calendar days to the Guarantor;
- The Defects Liability Period shall commence;
- The retention shall be reduced to half;
- The possession of the Site shall revert to the Employer;
- Insurance of the Works shall cease (Liability insurance remain in place until the end of the Defects Liability Period).

The Service Provider shall arrange an on-site meeting and inspection of the Works with representatives of the Employer and Contractor prior to the issuing of the Certificate of Completion.

C3.9.3 Contractor's CIDB performance evaluation

The Service Provider shall undertake the required performance evaluation of the contractor according to the CIDB's requirements as soon as the issuing of the Certificate of Completion. The Service Provider shall submit the above to the Employer at the date of issuing of the Certificate of Completion.

C3.9.4 Construction records (As-builts) and Contract report(s)

The Service Provider shall prepare and submit, in accordance with the Employer's standard requirements, draft construction records reflecting the works as constructed as well as any deviations from the designs as well as a draft contract report(s) providing information on how the contract was executed. Once reviewed and accepted by the Employer the Service Provider shall prepare and submit the final construction records and report(s).

C3.9.5 Final Approval Certificate

The Service Provider shall undertake a full inspection of the Works to identify any defects and/or damages before the end of the Defects Liability Period. The inspections shall be undertaken by the Engineer and his representative for the Works. Should both of them not be available, the Service Provider shall propose a person having sufficient knowledge of assessing the work for approval by the Employer.

After the inspection the Service Provider shall arrange an on-site meeting and further inspection with representatives of the Employer and Contractor. At this meeting, parties will be informed of the defects and/or damages identified during the inspection. There-after an inspection will follow with all the parties involved to identify any further defects and/or damages.

Once identified defects and/or damages are addressed the engineer shall notify the Employer that the Final Approval Certificate can be issued.

C3.9.6 Co-ordinate and Monitor Remedying of Defects

The Service Provider shall co-ordinate and monitor the remedying of any defects and/or damages identified during the defects notification period.

Prior to the provision of any service under this sub-clause the Service Provider shall submit to the Employer for approval a schedule of personnel necessary to undertake the additional services including a cost estimate. Payment for this service shall be made in terms of Clause C.3.8.

C3.9.7 Final Payment Certificate

Upon issuing of the Final Approval Certificate the engineer shall prepare the final payment certificate for approval by the Employer.

C3.9.8 Extended Guarantees

Where the Service Provider is required to perform services (e.g. inspections after the completion date of the Works Contract) relating to extended guarantees for the Works Contract (e.g. Product Performance Guarantees) separate arrangements for remuneration will be made by the Employer under Additional Duties.

C3.10 MEASUREMENT AND PAYMENT

The principles for the measurement and payment of fees to the Service Provider are explained in Clause C2.1 PRICING INSTRUCTIONS of Part C2: PRICING DATA and Part C3: SCOPE OF WORKS

Item		Unit
3.10.1	Fee-based stages of services:	
(a)	Project Assessment	percentage (%)
(b)	Preliminary Design	percentage (%)
(c)	Detail Design	percentage (%)
(d)	Tender Documentation and Procurement	percentage (%)
(e)	Administration and Monitoring of the Works Contract	percentage (%)
(f)	Close Out	percentage (%)

The unit measurement of subitems 3.10.1(a) to (f) shall be the tendered percentage for each specific fee-based stage of services. Measurement for payment shall be in terms of Clause C3.1.4(a).

The product of the calculated basic fee and tendered percentage shall include full compensation for all normal services / duties and requirements associated with each specific fee-based stage of services as specified Sections C3.1, C3.2, C3.4, C3.5, C3.6 and C3.9. Including all disbursements, materials, printing, travel, subsistence, allowances for overhead charges incurred by the Service Provider as part of normal business operations, the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits, but excluding all specified additional services provided for herein.

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

Item		Unit
3.10.2	Survey Services:	
(a)	Survey services during design stage	prime cost (PC)
(b)	Cost for procuring and managing sub-Service Provider under subitem 3.10.2(a)	lump sum (LS)

The unit of measurement under subitem 3.10.2(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.2(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.2(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all envisaged survey work during design stage, compilation of quotation/tender documentation for procurement purposes, issuing of up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendations to the Employer including management cost, administrative cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.2(b) in accordance with Clause C2.1.6.

Item		Unit
3.10.3	Traffic Monitoring Services:	
(a)	Traffic monitoring services during design stage	prime cost (PC)
(b)	Cost for procuring and managing sub-Service Provider under subitem 3.10.3(a)	lump sum (LS)

The unit of measurement under subitem 3.10.3(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.3(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.3(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all envisage traffic monitoring work during design stage, compilation of quotation/tender documentation for procurement purposes, issuing up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendation to the Employer including management cost, administration cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.3(b) in accordance with Clause C2.1.6.

Item		Unit
3.10.4	Environmental Services:	
(a)	Environmental services during design and administration and monitoring of the works contract stages	prime cost (PC)
(b)	Cost for procuring and managing sub-Service Provider under subitem 3.10.4(a)	lump sum (LS)

The unit of measurement under subitem 3.10.4(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.4(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.4(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all envisage environmental services work during design and administration and monitoring of the works contract stages, compilation of quotation/tender documentation for procurement purposes, issuing up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendation to the Employer including management cost, administration cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.4(b) in accordance with Clause C2.1.6.

Item		Unit
3.10.5	Geotechnical and Drilling Services:	
(a)	Geotechnical and/or Drilling investigations	prime cost (PC)
(b)	Handling costs for planning, procuring geotechnical and/or drilling services under subitem 3.10.5(a)	lump sum (LS)
(c)	Administration and monitoring of the geotechnical and/or drilling contract by the engineer	month
(d)	Supervision of the work:	
	(i) Full time supervision	provisional sum (PS)
	(ii) Engineering Geologist for logging of cores and Profiling of test pits	month
	(iii) Accommodation costs	provisional sum (PS)
	(iv) Occupational Health and Safety obligations (continuous compliance and monthly audits)	month
(e)	Geotechnical and Drilling contract:	
	(i) Geotechnical and Drilling contractor	prime cost (PC)
	(ii) Handling cost for planning, procuring geotechnical and drilling contractor under subsubitem 3.10.5(e)(i)	lump sum (LS)

The unit of measurement under subitem 3.10.5(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement for subitem 3.10.5(b) shall be the lump sum. The Service Provider shall identify the full scope of the sub-service investigation(s), type and estimated quantity of tests required and shall compile quotation/tender documents in accordance with the Employer's standard requirements, procurement policy and industry best practices for procuring the relevant sub-service. The lump sum tendered shall include full compensation for personnel, transport, accommodation, materials, printing and all other costs associated with the compilation of quotation/tender documents, issuing quotation/tender documents, clarification meetings, evaluation and producing a tender evaluation report.

Contract price adjustment shall be applicable to subitem 3.10.5(b) in accordance with Clause C2.1.6.

The unit of measurement for subitem 3.10.5(c) shall be month or part thereof and the rate tendered shall include full compensation for the engineer's cost including all subsistence, travel, accommodation, meeting attendance and other costs associated with administration and monitoring of the geotechnical and/or drilling investigation, including preparation and submission of contractor's payment certificates.

Contract price adjustment shall be applicable to subitem 3.10.5(c) in accordance with Clause C2.1.6.

The provisional sum under subsubitem 3.10.5(d)(i) shall cover all monthly costs for personnel including all subsistence and travel costs associated with providing full time supervision of the work.

The provisional sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement for subsubitem 3.10.5(d)(ii) shall be month or part thereof and the rate tendered shall include full compensation for all personnel costs including all subsistence and travel costs associated with providing an Engineering Geologist for the logging of cores.

Contract price adjustment shall be applicable to subsubitem 3.10.5(d)(ii) in accordance with Clause C2.1.6.

The provisional sum under subsubitem 3.10.5(d)(iii) shall cover all costs associated with the accommodation for full time supervision personnel and the Engineering Geologist.

The provisional sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement for subsubitem 3.10.5(d)(iv) shall be month or part thereof and the tendered rate shall include full compensation for all costs, including personnel, transport, accommodation and subsistence for the Occupational Health and Safety Specialist for fulfilling the Service Provider's obligations as the Agent with respect to the requirements of the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993).

Contract price adjustment shall be applicable to subsubitem 3.10.5(d)(iv) in accordance with Clause C2.1.6.

The unit of measurement under subsubitem 3.10.5(e)(i) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement for subsubitem 3.10.5(e)(ii) shall be the lump sum. The lump sum tendered shall include full compensation for personnel, transport, accommodation, materials, printing and all other costs associated with the compilation of quotation/tender documents, issuing quotation/tender documents, clarification meeting, evaluation and producing a tender evaluation report.

Contract price adjustment shall be applicable to subsubitem 3.10.5(e)(ii) in accordance with Clause C2.1.6.

Item	Unit
3.10.6 Pavement / Materials Investigation and Testing Services:	
(a) Pavement / materials investigation services during design stage	prime cost (PC)
(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.6(a)	lump sum (LS)

The unit of measurement under subitem 3.10.6(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.6(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.6(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all envisage pavement / materials investigation and testing services work during design stage, compilation of quotation/tender documentation for procurement purposes, issuing up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendation to the Employer including management cost, administration cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.6(b) in accordance with Clause C2.1.6.

Item	Unit
3.10.7 Occupational Health and Safety Obligations Services:	
(a) Occupational health and safety obligations services during design and administration and monitoring of the works contract stages	prime cost (PC)
(b) Cost for procuring and managing sub-Service Provider under subitem 3.10.7(a)	lump sum (LS)

The unit of measurement under subitem 3.10.7(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.7(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.7(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all occupational health and

safety obligations services work during design and administration and monitoring of the works contract stages, compilation of quotation/tender documentation for procurement purposes, issuing up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendation to the Employer including management cost, administration cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.7(b) in accordance with Clause C2.1.6.

Item		Unit
3.10.8	Road Safety Audit Services:	
(a)	Road safety audit services during design stage	prime cost (PC)
(b)	Cost for procuring and managing sub-Service Provider under subitem 3.10.8(a)	lump sum (LS)

The unit of measurement under subitem 3.10.8(a) shall be the prime cost sum.

The prime cost sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.8(b) shall be the lump sum.

The tendered lump sum under subitem 3.10.8(b) shall only be applicable where such service is carried out under the Prime Cost sum and shall include for all costs associated with the planning, compiling a schedule of all envisaged road safety audit work during design stage, compilation of quotation/tender documentation for procurement purposes, issuing of up to 20 (twenty) quotation/tender documents in electronic format and evaluation for the procurement of the sub-service and recommendations to the Employer including management cost, administrative cost, handling fees and profit.

Contract price adjustment shall be applicable to subitem 3.10.8(b) in accordance with Clause C2.1.6.

Item		Unit
3.10.9	Establishment of Supervisory Personnel and Office Equipment on Site:	
(a)	Relocation costs of individual supervisory personnel	prime cost (PC)
(b)	Handling cost and profit in respect of subitem 3.10.9(a)	percentage (%)
(c)	Establishment of office equipment	lump sum (LS)

The unit of measurement under subitem 3.10.9(a) shall be the prime cost sum.

Payment under subitem 3.10.9(a) shall be made for all costs related to establishing the individual supervisory personnel on site and their removal after completion of the Works, as approved by the Employer.

The prime cost sum shall be paid for in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.9(b) shall be the percentage.

Payment under subitem 3.10.9(b) shall be made on the amount actually spent and shall include full compensation for handling costs and profit to the Service Provider.

The unit of measurement under subitem 3.10.9(c) shall be the lump sum.

The tendered lump sum shall include full compensation for establishment and de-establishment of all office equipment on site, including all associated costs. Payment shall only be made once all office equipment has been established on site.

Contract price adjustment shall be applicable to subitem 3.10.9(c) in accordance with Clause C2.1.6.

Item		Unit
3.10.10	Monitoring of the Works Contract:	
(a)	Full-time site supervisory personnel	provisional sum (PS)
(b)	Additional overhead costs and profit in respect of subitem 3.10.10(a)	percentage (%)
(c)	Provision and monthly cost of office equipment	month
(d)	Accommodation for site supervisory personnel	provisional sum (PS)
(e)	Handling costs and profit in respect of subitem 3.10.10(d)	percentage (%)
(f)	Administration and Monitoring of the Works Contract for extended Works Contract period from the original Employer's estimate	month

The provisional sum under subitem 3.10.10(a) is to cover the monthly (pro rata for part thereof) Total Annual Cost of Employment (TACE) including a 1.58 site staff overhead factor of the supervisory staff (excluding Surveyor and his assistants, Trainee (student) and Administrative Assistant (data capture)) as listed in Clause C3.6.3(a) and approved by the Employer.

Payment under subitem 3.10.10(a) shall only be applicable for the period actually established on Site and shall in no instance be prior to the official hand-over of the Works to the contractor or after 28 days of the date of the Certificate of Completion of the Works Contract. The TACE shall be verified by means of an audited statement.

The provisional sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.10(b) shall be the percentage.

The tendered percentage under subitem 3.10.10(b) shall include full compensation for all additional overhead and profit related to the employment of the relevant site supervisory personnel as specified in Clause C3.6.3(a).

The unit of measurement under subitem 3.10.10(c) shall be the month (pro rata for part thereof).

The tendered rate under subitem 3.10.10(c) shall include full compensation for supplying and maintaining all office equipment as specified in Clause C3.6.3(d), including all incidentals, all monthly charges such as cell and mobile data costs and insurance to operate the equipment.

Contract price adjustment shall be applicable to subitem 3.10.10(c) in accordance with Clause C2.1.6.

The provisional sum under subitem 3.10.10(d) is to cover the cost of accommodation for site supervisory personnel, as approved by the Employer.

The provisional sum shall be paid in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.10(e) shall be the percentage.

The tendered percentage under subitem 3.10.10(e) shall include full compensation for all costs associated with the reimbursement by the Service Provider for rented accommodation, including all handling fees and profit.

The unit of measurement under subitem 3.10.10(f) shall be the month (pro rata for part thereof).

The tendered rate under subitem 3.10.10(f) shall include compensation for all services / duties and requirements associated with the administration and monitoring of the Works Contract as specified in Clauses C3.1.4, C3.6.2, C3.6.3 and C3.6.4 during an extended Works Contract duration. Furthermore, the tendered rate shall include for all costs, disbursements, overheads and profit related to the transport and subsistence of the Engineer and Design Specialist(s) during an extended Works Contract duration.

Contract price adjustment shall be applicable to subitem 3.10.10(f) in accordance with Clause C2.1.6.

The provisional sum items shall be paid for in accordance with Clause C2.1.8

Item	Unit
3.10.11 Transport for site supervisory personnel:	
(a) Travelling to perform duties	kilometre (km)

The unit of measurement under subitem 3.10.11(a) shall be the kilometre travelled by the Service Provider's site supervisory personnel in the performance of duties as specified in Clause C3.6.4.

The tendered rate under subitem 3.10.11(a) shall include full compensation for providing sufficient appropriate vehicles on Site, maintenance, running costs and fuel to carry out the duties as specified in Clause C3.6.4, including all handling costs and profit. Only travel in the execution of these duties as approved by the Employer as specified in Clause C3.6.5 shall be paid.

Contract price adjustment shall be applicable to subitem 3.10.11(a) in accordance with Clause C2.1.6.

Item	Unit
3.10.12 Additional services / duties by the Service Provider:	
(a) Personnel cost:	
(i) Category A	hour (hr)
(ii) Category B	hour (hr)
(iii) Category C	hour (hr)
(iv) Category D	hour (hr)
(b) Travelling to perform additional services / duties	kilometre (km)
(c) Disbursements to perform additional services / duties	prime cost (PC)
(d) Handling cost and profit in respect of subitem 3.10.12(c)	percentage (%)

The unit of measurement under subsubitems 3.10.12(a)(i) to (iv) shall be the hour (pro rata for part thereof). The personnel category definitions are specified in Clause C3.1.11(c) and shall be measured as specified in Clause C3.1.4(b).

The tendered rates under subsubitems 3.10.12(a)(i) to (iv) shall include full compensation professional and technical staff costs for additional services required by the Employer, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits.

Contract price adjustment shall be applicable to subsubitems 3.10.12(a)(i) to (iv) in accordance with Clause C2.1.6.

The unit of measurement under subitem 3.10.12(b) shall be the kilometre travelled by the Service Provider's personnel in the performance of additional services / duties as instructed by the Employer.

The tendered rate under subitem 3.10.12(b) shall include full compensation for providing sufficient appropriate vehicle(s), maintenance, running costs and fuel to carry out the additional services / duties as specified as specified by the Employer, including all handling costs and profit. Only travel in the execution of these duties as approved by the Employer as specified in Clause C3.6.5 shall be paid.

Contract price adjustment shall be applicable to subitem 3.10.12(b) in accordance with Clause C2.1.6.

The unit of measurement under subitem 3.10.12(c) shall be the prime cost sum.

Payment under subitem 3.10.12(c) shall be made for all disbursement cost of personnel accommodation and subsistence associated with the undertaking of additional services / duties instructed by the Employer.

The prime cost sum shall be paid for in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.12(d) shall be the percentage.

Payment under subitem 3.10.12(d) shall be made on the amount actually spent and shall include full compensation for handling costs and profit to the Service Provider.

Item	Unit
3.10.13 Special Services and Specialist Advice:	
(a) Personnel cost for services or advice provided by Service Provider:	
(i) Category A	hour (hr)
(ii) Category B	hour (hr)
(iii) Category C	hour (hr)
(iv) Category D	hour (hr)
(b) Services or advice procured by Service Provider	prime cost (PC)
(c) Handling cost and profit in respect of subitem 3.10.13(b)	percentage (%)

The unit of measurement under subsubitems 3.10.13(a)(i) to (iv) shall be the hour (pro rata for part thereof). The personnel category definitions are specified in Clause C3.1.11(c) and shall be measured as specified in Clause C3.1.4(b).

The tendered rates under subsubitems 3.10.13(a)(i) to (iv) shall include full compensation professional and technical staff costs for special services or specialist advice as specified in Clause C3.3.7, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general, materials, printing, and all other costs and all profits.

Contract price adjustment shall be applicable to subsubitems 3.10.13(a)(i) to (iv) in accordance with Clause C2.1.6.

The prime cost shall be paid for in accordance with Clause C2.1.8.

The unit of measurement under subitem 3.10.13(c) shall be the percentage.

The tendered percentage under subitem 3.10.13(c) shall include full compensation for all costs associated with the planning, scheduling, compilation of quotation/tender documentation for procurement purposes, issuing up to 10 (ten) quotation/tender documents in electronic format and evaluation for the procurement and management of the sub-service including handling fees and profit.

Item	Unit
3.10.14 Works Contract Quality Control:	
(a) Provision of a fully operational laboratory during administration and monitoring of the works contract stage	prime cost (PC)
(b) Handling cost and profit in respect of subitem 3.10.14(a)	percentage (%)
(c) Off-site materials testing	prime cost (PC)
(d) Handling cost and profit in respect of subitem 3.10.14(c)	percentage (%)
(e) Part-time survey services during administration and monitoring of the works contract stage	prime cost (PC)
(f) Handling cost and profit in respect of subitem 3.10.14(e)	percentage (%)

The unit of measurement under subitems 3.10.14(a), (c) and (e) shall be the prime cost sum.

The prime cost sums shall be paid for in accordance with Clause C2.1.8.

The tendered percentage under subitem 3.10.14(b) shall include full compensation for all costs associated with the planning, scheduling, compilation of quotation/tender documentation for procurement purposes, issuing up to 10 (ten) quotation/tender documents in electronic format and evaluation for the procurement and management of the laboratory service as approved by the Employer including handling fees and profit.

The tendered percentage under subitem 3.10.14(d) shall include full compensation for all costs associated with the planning, scheduling, compilation of quotation/tender documentation for procurement purposes, issuing up to 10 (ten) quotation/tender documents in electronic format and evaluation for the procurement of the off-site laboratory testing as approved by the Employer including handling fees and profit.

The tendered percentage under subitem 3.10.14(f) shall include full compensation for all costs associated with the planning, scheduling, compilation of quotation/tender documentation for procurement purposes, issuing up to 10 (ten) quotation/tender documents in electronic format and evaluation for the procurement of the part-time survey services as approved by the Employer including handling fees and profit.

CONTRACT**PART C4: SITE INFORMATION**

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C4.1 LOCATION OF THE PROJECT(S)

The proposed projects comprise of paved provincial roads, within the Province of the Eastern Cape, are listed in table below.

Project No.	District	Road No.	Description	Length (km)
A	Joe Gqabi	MR00672 Part of R390	Rehabilitation of MR00672 Steynsburg to Venterstad RIFSA Class2	73.92km
B	Chris Hani	MR00659 Part of R392	Rehabilitation of MR00659, Queenstown to Dordrecht (RIFSA CLASS 3), (70,0km) in the Chris Hani District.	70km
C	Amathole	MR 00520 Part of R346	Rehabilitation of MR00520, R72 to Zwelitsha & Kingwilliamstown RIFSA Class 3	56,5km
D	Amathole	TR00601 Part of R346	Rehabilitation of TR00601, King Williamstown to N6(Stutterheim) RIFSA Class 2	39km

C4.2 DESCRIPTION OF THE PROJECT(S)**(a) Introduction**

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 Service Provider(s) to undertake the professional services for the rehabilitation of selected provincial paved roads. The Employer has identified four (4) projects that it intends to be undertaking.

Rehabilitation: Indicates that the full length and width of the existing pavement requires some form of rehabilitation and/or the addition of new pavement layers, followed by an appropriate surfacing.

(b) Detailed project requirements

The scope of the works is foreseen to be as indicated below. The Service Provider will however have to confirm and further refine the scope through the services to be performed under this Contract.

- Pavement:
 - Assess the condition of the existing pavement including intersections within the limits of the project.
 - Determine the past and future traffic loading for a rehabilitation type design life.
 - Determine the remaining life of the pavement.
 - Determine various pavement rehabilitation options which may be required before resurfacing of the road.
 - Determine various appropriate resurfacing options which may include the removal of the existing surfacing and potential re-use of it in the new surfacing. Factors like traffic loading, required surface texture for skid resistance, noise generation, etc. must be taken into account in the determination of the proposed options.
 - Determine/consider the life cycle costing for the various options.
 - Design and implement the appropriate pavement rehabilitation and resurfacing required.

The minimum design period for pavement rehabilitation related actions is 10 years.

- Materials Investigation:
 - Identify material sources required for the pavement rehabilitation actions and resurfacing actions;
 - Provide information on commercial sources:
 - Contact details

- Types of material available
 - Compliance of the material with the specifications.
- Identify potential water sources for construction purposes where/if required.
- Drainage:
 - Assess the surface drainage of the road surface and adjacent related drainage structures, e.g. side drains, subsoils and stormwater pipe culverts. For the purpose of assessment of the surface drainage and adjacent related drainage structures it is foreseen that the Service Provider must utilise survey data to determine/identify:
 - low spots on the road surface that may hold sufficient rain/storm water to cause potential aqua planning
 - areas where run-off of rain/storm water from the surface is hindered/delayed due to e.g. combination of cross fall/super elevation and steep longitudinal grades.

It is noted that the Employer has made provision in the Pricing Schedule for the Service Provider to obtain the required survey data.
 - Determine appropriate solutions for the identified problem areas which may include:
 - maintenance and/or extension of existing side drains and subsoils,
 - maintenance and/or construction of stormwater cross pipes
 - adjustment of cross fall/super elevation/road surface levels.
 - Design and implement those solutions accepted by the Employer.
- Structures:
 - No structural work is included in the scope of works however bridge joints and the total asphalt thickness on bridge decks may be affected by the resurfacing and other pavement rehabilitation actions and will have to be addressed by the Service Provider as indicated below.
 - Assess all bridge joints and determine deck asphalt thicknesses.
 - Provide appropriate solutions where bridge joints are found to be inadequate.
 - Provide appropriate solutions where pavement rehabilitation and/or resurfacing options will affect the bridge joints and/or add additional loading to the structure. It is to be noted that the Employer will require a surface regularity specification on the resurfacing which will also be applicable to the surfacing on the bridge decks.
 - Design and implement those solutions accepted by the Employer.
- Ancillary:
 - Maintenance and/or provision of appropriate stormwater protection measures,
 - Maintenance and/or provision of appropriate guardrails,
 - Maintenance and/or provision of appropriate road reserve fencing,
 - Maintenance and/or provision of appropriate road signage,
 - Provision of appropriate road markings and road studs,
 - Maintenance of the road reserve area.
- Traffic Accommodation
 - Provide accommodation of traffic options for the various work items taking into account topography, traffic volumes, peak hour traffic, requirements of the Employer, etc.
 - Design and implement those solutions accepted by the Employer.
- Other
 - Identify and report on any glaring obvious aspect/item/element of the road that may require some form of action.

The Services required of the Service Provider are divided into the following distinct stages:

- Project Assessment Stage.
- Investigations for Design Development.
- Design Development Stage which shall include the following phases:
 - Preliminary
 - Detailed design
- Tender Documentation and Procurement Stage which shall include the following:
 - Documentation (Draft & Final)
 - Gateway Review
 - Clarification Meeting / Tender document presentation
 - Tender Period
 - Tender Evaluation
- Administration and Monitoring of the Works Contract Stage.
- Additional duties, Special Services and Specialist Advice.
- Quality Control: Works Contract.
- Close Out Stage.

C4.3 GEOMETRIC INFORMATION

No geometric information is available from the Employer.

C4.4 TRAFFIC INFORMATION

No recent traffic information is available from the Employer.

C4.5 PAVEMENT INFORMATION

No pavement information is available from the Employer.

C4.6 GEOTECHNICAL

There are no known geotechnical problem areas identified on these projects and no geotechnical work is included in the scope of work. However, the Service Provider must notify the Employer of any potential geotechnical problem areas as part of the visual assessment.

C4.7 MATERIAL SOURCES

It is foreseen that all crusher stone materials will be sourced from commercial sources. The Service Provider shall however assess the Employer's approved borrow pits along the route for possible use for fill and natural gravel materials.

C4.8 LAND REQUIREMENTS

No land will be required as all work will be within the existing road reserve.

C4.9 ENVIRONMENTAL REQUIREMENTS

All envisaged work will take place within the existing road reserve and is of such a nature that no environmental authorisation is foreseen. Service Provider to assess possible environmental authorisation due to upgrading of stormwater pipe culvert.

C4.10 ROAD FURNITURE

No current conditional assessment for existing road furniture is available from the Employer. Replacement of existing road furniture is likely.

C4.11 STRUCTURES

Structures (bridges and major culverts) information are available from the Employer although no work on structures is part of the scope of the work expect bridge joints as covered in more detail under Clause C4.2(b) above.

C4.12 SUB-SERVICE PROVIDERS

The following sub-services will be required on the project(s):

- Survey (design stage)
- Traffic monitoring (design stage)
- SANAS accredited commercial materials laboratory (design stage)
- Environmental Practitioner (design and construction stages)
- OHS Specialist (design and construction stages)
- Road Safety Audit (design stage)
- Specialist technical sub-services
- Site or commercial materials laboratory (construction stage)
- Part-time survey (construction stage)

C4.13 APPENDICES

Locality Plans

- Appendix A: REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT
- Appendix B: REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS HANI DISTRICT
- Appendix C: REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE AMATHOLE DISTRICT
- Appendix D: REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2 39KM IN THE AMATHOLE DISTRICT

APPENDIX A

LOCALITY PLAN

REHABILITATION OF MR00672 STEYNSBURG TO VENTERSTAD RIFSA (CLASS2) (73,92km) IN THE JOE GQABI DISTRICT

APPENDIX B

LOCALITY PLAN

**REHABILITATION OF MR00659, QUEENSTOWN TO DORDRECHT (RIFSA CLASS 3), (70,0KM) IN THE CHRIS
HANI DISTRICT**

APPENDIX C

LOCALITY PLAN

**REHABILITATION OF MR00520, R72 TO ZWELITSHA & KINGWILLIAMSTOWN RIFSA CLASS 3 56,5KM IN THE
AMATHOLE DISTRICT**

APPENDIX D

LOCALITY PLAN

**REHABILITATION OF TR00601, KING WILLIAMSTOWN TO N6(STUTTERHEIM) RIFSA CLASS 2 39KM IN THE
AMATHOLE DISTRICT**