

NH Petrus
24/02/22

Bid No. H21/017 AI
WCS no. 055846



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X 65, Pretoria, 0001, 256 Madiba Street

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

**SPECIALIST CIVIL ENGINEERING AND
GEO-PROFESSIONAL SERVICES**

FOR THE PROJECT

**DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN
SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE
PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS**

**WCS: 055 846
REFERENCE NO:**

BID NO.: H21/017 AI

FEBRUARY 2022

Name of tenderer:

**ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

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A 2016 National Department of Public Works & Infrastructure Scope of Engineering Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)	
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T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

- T1.1.1 The words "tender" and "bid" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "tenderer" and "tendering Service Provider" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.
- T1.1.2 The Government of the Republic of South Africa in its Department of Public Works & Infrastructure invites tenders for the provision of **SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES** as further fully described in C3 Scope of Services hereof.
- T1.1.3 The address for collection of tender documents and the telephone number of the tender section at this address are as advertised in the Tender Bulletin.
- T1.1.4 Tender documents may be collected on working days **between 07:30 and 12:45 and between 13:30 and 15:30**.
- T1.1.5 A non-refundable deposit of **(R 100 or download for free from www.etenders.gov.za)** is payable, in cash only, on collection of the tender documents.
- T1.1.6 Queries relating to these documents may be addressed to the Employer's authorised and designated representative(s):
- a) **Departmental Project Manager (PM): Mr T. Rikhotso**
Tel no: 012 406 1103
Cell no: N/A
e-mail address: theodore.rikhotso@dpw.gov.za
- b) **Departmental Supply Chain Practitioner: Ms S. Monageng (Bid Administration Enquiries)**
Tel no: 012 406 1819
Cell no: N/A
e-mail address: shirley.monageng@dpw.gov.za
- Physical address: **Central Government Offices
Annex Building Room B230
c/o Madiba (previously Vermeulen Street) and Bosman
Streets (entrance Madiba Street)
Pretoria
0001**
- T1.1.7 The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.
- T1.1.8 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The cidb conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board (cidb) Standard for Uniformity in Engineering and Construction Works Contracts (8 August 2019 edition)**.

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

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clauses marked "C" in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
C.1.1	<p>The Employer is the Government of the Republic of South Africa in its Department of Public Works & Infrastructure.</p>
C.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><u>The Contract</u> C1: Agreement and Contract Data</p>

	<p>C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p> <p>C5: Annexures, Appendices & Sample Documents: C5.1: Annexure 1: PW344/2017 Annexure 2: Attached Annexures A, B, C and D (Functionality): Bound in at the back of Tender document: Annexure E (External Independent Peer Reviewer) C5.2: Appendix A</p>
C.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
C.2.1	<p><u>Tenders will only be considered for acceptance if</u> (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> 1. The tendering Service Provider is a civil engineering business undertaking, which is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by the Engineering Council of South Africa, in its Code of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Engineering Profession Act, 2000 (Act no 46 of 2000), and who will hereafter be referred to as registered principals of the business undertaking, or a multidisciplinary professional practice, that also practises civil engineering work, which civil engineering division/section is under the fulltime supervision of a registered professional civil engineer or a registered professional civil engineering technologist, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power who are registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and/or Quantity Surveying Profession Act, 2000 (Act no 49 of 2000), and who will hereafter be referred to as registered principals. <p>In the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be deemed relevant to persons duly appointed as Directors of such entity.</p> <ol style="list-style-type: none"> 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the business undertaking. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described; 3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture;

4. At least one registered professional civil engineer, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons;

[The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant council as part of the tender evaluation process. **In the event of any such person not currently being registered with the relevant council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.**]

5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;

6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality and risk assessments as described in 6(b) and 6(c) hereafter and referred to in T2.1 – sub paragraph 4;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Note: *Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements whereafter bids will be evaluated solely on the basis of price and preference.*

Functionality Criteria	Weighting Factor												
<p>1. Tenderer's Experience:</p> <p>Tenderer's past and current experience in performing *comparable specialist advisory project services for infrastructure developments on problematic soils, amongst other performing Dolomite Stability Investigations, geotechnical engineering services and preparation of Dolomite Risk Management Plans (DRMP) during the past 5 (five) or more years:</p> <p>Tenderers must complete and submit ANNEXURE A, attaching appointment and completion/recommendation letter(s) from the client(s) for each project listed in their tender submission, describing in detail project reference particulars.</p> <p>Note: The term *comparable in the context of this tender means similar work performed by tenderers having been appointed to execute assignments/duties relevant and appropriate to the scope of works applicable to this tender.</p> <p>Scoring:</p> <table data-bbox="416 1682 1246 1872"> <tr> <td>5 or more comparable projects</td> <td>= 5 points</td> </tr> <tr> <td>4 comparable projects</td> <td>= 4 points</td> </tr> <tr> <td>3 comparable projects</td> <td>= 3 points</td> </tr> <tr> <td>2 comparable projects</td> <td>= 2 points</td> </tr> <tr> <td>1 comparable projects</td> <td>= 1 point</td> </tr> <tr> <td>0 comparable projects</td> <td>= 0 points</td> </tr> </table>	5 or more comparable projects	= 5 points	4 comparable projects	= 4 points	3 comparable projects	= 3 points	2 comparable projects	= 2 points	1 comparable projects	= 1 point	0 comparable projects	= 0 points	<p>20</p>
5 or more comparable projects	= 5 points												
4 comparable projects	= 4 points												
3 comparable projects	= 3 points												
2 comparable projects	= 2 points												
1 comparable projects	= 1 point												
0 comparable projects	= 0 points												

<p>2. Key Persons:</p> <p>Reference is made to C1.2.3, Clause 7.1.2: Tenderers must prepare and submit requisite documentation for each listed professional Key Person comprising his Curriculum Vitae (detailing amongst other experience in the type/class of work required for this project), complete with copies of professional registration/s and qualifications.</p> <p>Note:</p> <p>i) The Project Principal shall not perform more than 2 (two) Key Person's specific jobs / functions. ii) Tenderers must complete and submit ANNEXURE B with their tender submission, complete with requisite documentation.</p> <p>Scoring:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">All 6 (six) Key Persons listed as per contract requirements</td> <td style="text-align: right;">= 5 points</td> </tr> <tr> <td>5 (five) or less Key Persons listed as per contract requirements</td> <td style="text-align: right;">= 0 points</td> </tr> </table>	All 6 (six) Key Persons listed as per contract requirements	= 5 points	5 (five) or less Key Persons listed as per contract requirements	= 0 points	30		
All 6 (six) Key Persons listed as per contract requirements	= 5 points						
5 (five) or less Key Persons listed as per contract requirements	= 0 points						
<p>3. Dolomite Case study:</p> <p>Tenderers must prepare in writing a systematic account of dealing with a sinkhole event that has just been reported to the DPW Dolomite Risk Manager (DRM), who in turn instructs the "successful" tenderer to duly attend to the incident, such being categorized by the PM as an Emergency Event Incident (EEI). Said systematic account or methodology should describe such actions/activities deemed necessary, from the date/time of receiving the instruction up to the recommendation(s) stage, whether to retain, repair or demolish the affected structure.</p> <p>Details about the reported EEI are as follows:</p> <p>a) The sinkhole size measures about 2m dia. x 3m deep, which incident occurred on a property with a Hazard rating = 6/(7)/1, with utility wet services installed before 1980. b) The sinkhole was noted and reported by an employee who observed the sinkhole, such having occurred right next to a three storey office block.</p> <p>Tenderers must complete and submit ANNEXURE C with their tender submission, describing in detail their methodology in dealing with the EEI, comprising each of the three main components of response, namely:</p> <p>i) attending to the incident upon arrival on site ii) options and criteria to be considered for investigative methods and means, iii) relevant and appropriate considerations should rehabilitation of the sinkhole be regarded feasible.</p> <p>Scoring:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">All 3 (three) and more components as per item i, ii and iii above</td> <td style="text-align: right;">= 5 points</td> </tr> <tr> <td>3 (three) components as per item i, ii and iii above</td> <td style="text-align: right;">= 3 points</td> </tr> <tr> <td>2 (two) components as per item i, ii and iii above</td> <td style="text-align: right;">= 2 points</td> </tr> </table>	All 3 (three) and more components as per item i, ii and iii above	= 5 points	3 (three) components as per item i, ii and iii above	= 3 points	2 (two) components as per item i, ii and iii above	= 2 points	30
All 3 (three) and more components as per item i, ii and iii above	= 5 points						
3 (three) components as per item i, ii and iii above	= 3 points						
2 (two) components as per item i, ii and iii above	= 2 points						

<p>1 (one) components as per item i, ii and iii above = 1 point 0 (zero) components as per item i, ii and iii above = 0 points</p> <p>Note: Tenderers will be held to this high and or improved level of quality as per the tender submission for the duration of the project.</p>	
<p>4. Dolomite Risk Management Strategy (DRMS) / Dolomite Risk Management Plan (DRMP):</p> <p>Tenderers must prepare and submit details of the basic elements that should be covered when preparing a DRMS/DRMP for a dolomite property located on a site with a dolomite area designation = D4, which is occupied by a Government Department.</p> <p>Details of the site: i) The target site's building and civil engineering services were developed/installed prior to 1965. ii) The site had one large sinkhole (10m dia and 20m deep) some 20 m from the building footprint, which was rehabilitated in 2013. The cause was identified to have been inappropriate storm water control. iii) Wet and dry civil engineering services were replaced/upgraded in accordance with SANS 1936-3, under the same contract.</p> <p>Tenderers must complete and submit their DRMS/DRMP in writing on ANNEXURE D and submit same with their tender documents.</p> <p>Scoring: Tenderer addresses all 3 (three) and more elements of a DRMP with regards to item i, ii and iii above = 5 points Tenderer addresses only 3 (three) elements of a DRMP with regards to item i, ii and iii above = 3 points Tenderer addresses only 2 (two) elements of a DRMP with regards to item i, ii and iii above = 2 points Tenderer addresses only 1 (one) elements of a DRMP with regards to item i, ii and iii above = 1 point Tenderer addresses 0 (zero) elements of a DRMP with regards to item i, ii and iii above = 0 points</p> <p>Note: Tenderers will be held to this high and or improved level of quality as per the tender submission for the duration of the project.</p>	<p>20</p>
<p>Total</p>	<p>100 Points</p>
<p><i>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</i></p>	
<p>Minimum functionality score to qualify for further evaluation: 60</p>	
<p>(c) Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.</p>	
<p>The risk criteria are as follows:</p>	

Description of risk criteria and sub criteria	
<p>(Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.</p>	
A	<p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]</p>
B	<p>The tendering Service Provider's experience and performance on comparable projects during the past 5 years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]</p>
C	<p>Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).</p> <p>[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. Unconfirmed professional indemnity insurance will render the tender as unacceptable i.t.o. risk and excluded from further consideration.]</p>
D	<p>Attendance of compulsory clarification meeting, if applicable in terms of F.2.7 below, by a representative of the tendering Service Provider.</p>

	<p>[Non-attendance, if compulsory in terms of F.2.7, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.</p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p>
E	The tendering Service Provider shall, as a compulsory requirement to this Tender, provide full particulars and a comprehensive Curriculum Vitae of the external independent Senior Competent Person (Dolomite land), who shall be retained to perform all required peer review activities necessitated by this Contract. Said detail(s) and commitment must be submitted with the tenderer's RETURNABLE DOCUMENTS . [See also T2.1 (5)], which information must be appended to this Tender document, as ANNEXURE E.
F	Other – N/A
<p>Note: Any Bid Not complying with all six of the above-mentioned stipulations, numbered 1 to 6 above, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.</p>	
C.2.7	A tender clarification meeting will not be held in respect of this tender.
C.2.13.3	Each tender offer communicated on paper shall be submitted as an original. Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.
C.2.13.4	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
C.2.13.5	The Employer's addresses for delivery of tender offers are as advertised in the Tender Bulletin. In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer's name, contact address and telephone number and in the top left corner on the back of the envelope: "Bid No.. " (and fill in the tender number as on the front page hereof) "WCS no. " (and fill in the WCS number as on the front page hereof) "Tender for Civil Engineering Services".
C.2.13.6	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tenders is as advertised in the Tender Bulletin.
C.2.16	The tender validity period is 60 days from date of tender closure.
C.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
C.2.22	Not a requirement.
C.2.23	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
C.3.4	The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the Tender Bulletin; Location: room Reference shall be made to the Tender Advertisement for details
C.3.5	A two-envelope procedure will not be followed.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub-paragraph c) as follows:

(continued)	"c) If the tenderer does not accept the corrected tender offer or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."																																
C.3.11	The procedure for the evaluation of responsive tenders is Method 2.																																
C.3.11.2	Not applicable.																																
C.3.11.3 and C.3.11.7	<p>Scoring financial offers:</p> <p>The formula to determine points for price is:</p> $W_C = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$ <p>where W_C = the number of tender evaluation points awarded for the financial offer W_3 = the number of tender evaluation points for financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000 P_m = the lowest acceptable tender offer; P = the tender offer under consideration.</p>																																
C.3.11.3 (continued)	<p>Scoring for preferences:</p> <p>Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.</p> <p>An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE. Certificates issued by IRBA and Accounting officer have been discontinued; however valid certificates already issued before 01 January 2017 may be used until they phase out completely by December 2017.</p> <p>In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer)</p> <p>A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.</p> <p>Preference points will be allocated according to the following *table:</p> <table border="1" data-bbox="363 1512 1481 1937"> <thead> <tr> <th rowspan="2">B-BBEE Status Level of contributor</th> <th colspan="2">Number of preference points, where W_3:</th> </tr> <tr> <th>= 90</th> <th>= 80</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10</td> <td>20</td> </tr> <tr> <td>2</td> <td>9</td> <td>18</td> </tr> <tr> <td>3</td> <td>6</td> <td>14</td> </tr> <tr> <td>4</td> <td>5</td> <td>12</td> </tr> <tr> <td>5</td> <td>4</td> <td>8</td> </tr> <tr> <td>6</td> <td>3</td> <td>6</td> </tr> <tr> <td>7</td> <td>2</td> <td>4</td> </tr> <tr> <td>8</td> <td>1</td> <td>2</td> </tr> <tr> <td>Non-compliant contributor</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	B-BBEE Status Level of contributor	Number of preference points, where W_3 :		= 90	= 80	1	10	20	2	9	18	3	6	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
B-BBEE Status Level of contributor	Number of preference points, where W_3 :																																
	= 90	= 80																															
1	10	20																															
2	9	18																															
3	6	14																															
4	5	12																															
5	4	8																															
6	3	6																															
7	2	4																															
8	1	2																															
Non-compliant contributor	0	0																															
	* PPPFA Regulations 2017 – Regulations 6(2) and 7(2).																																

<p>C.3.11.3 (continued)</p>	<p>Calculate total tender evaluation points:</p> <p>The point calculated for financial offer will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = W_c + preference points based on B-BEE status level of contributor.</p>
<p>C.3.11.4 and C.3.11.5</p>	<p>Not applicable.</p>
<p>C.3.11.9</p>	<p>Not applicable.</p>
<p>C.3.17</p>	<p>The number of paper copies of the signed contract to be provided by the employer is <u>one</u>.</p>

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 List of Returnable Documents (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. Copies of present registration with the **Engineering Council of South Africa** as "Professional", with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.

and,

Copies of present registration with the **South African Council for Natural Scientific Professions**, with the registration numbers of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.

2. A valid original or certified copy of B-BBEE status level verification certificate.
3. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause F.2.1. Tenderers must complete, sign and submit ANNEXURES A, B, C and D (bound in at the back of this tender document).
4. The tendering Service Provider shall, as a compulsory requirement to this Tender, provide full particulars and a comprehensive detailed Curriculum Vitae of the independent Senior Competent Person (Dolomite land) to be retained, to perform all required peer review activities necessitated by this Contract, and such details and commitment must be submitted in writing with the tenderer's returnable documents as ANNEXURE E.
5. Use of correction fluid is prohibited
6. Registration on National Treasury's Central supplier Database (CSD) attach CSD printout

T2.2 Returnable Schedules (all bound into this tender document – to be completed by tenderer)
All documents must be duly completed and signed where applicable.

1. Form of Offer and Acceptance (C1.1). Provide proof of registration with National Treasury Central Supplier Database by completing the Supplier Registration Number on the form of offer
2. Data provided by the Service Provider (C1.2.3).
3. Ownership Particulars, PA-16.1 (PSB) (form PA-16.1 (PSB) is bound in hereafter).
4. Particulars of Tenderer's Projects, DPW-09 (PSB) (form DPW-09 (PSB) is bound in hereafter).
5. If applicable, a Tender Clarification Meeting Certificate, DPW-16.1(PSB) for compulsory clarification meeting (form DPW-16.1(PSB) is bound in hereafter).
6. Declaration of Interest and Tenderer's Past Supply Chain Management Practices, PA-11 (form PA-11 is bound in hereafter).
7. Resolution, PA-15.1 (or resolutions for each tendering Service Provider tendering in consortium or joint venture, PA-15.2 plus special resolution, PA-15.3) (forms PA-15.1 to 3 are bound in hereafter). A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2

plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).

8. Certification of Independent Bid Determination, PA-29 (form PA-29 is bound in hereafter).
9. Preference Points Claim Form, PA-16 (form PA-16 is bound in hereafter).
10. Activity Schedule for Value Based Fees (C2.2.2) – only if remuneration is stipulated as “value based” in C2.1.1.1.
11. Activity Schedule for Time Based Fees (C2.2.3) – only if remuneration is stipulated as “time based” in C2.1.1.1.
12. If applicable, a security clearance form for projects requiring a security clearance.

PA-16.1 (PSB): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Notice and Invitation to Tender and F.2.1 sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.
Bid No.:	H21/017 AI

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity:	Documentation to be submitted with the tender:
If the Tendering Entity is:	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

DPW-09 (PSB): PARTICULARS OF TENDERER'S PROJECTS

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.	
Bid / quotation no:	H21/017 AI	Closing date: 18/03/2022
Advertising date:	24/02/2022	Validity period: 84 days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1							
2							
3							
4							
5							
6							
7							

1.2. Completed projects

	Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							

Name of Tenderer	Signature
	Date

PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 EME: Exempted Micro Enterprise
2 QSE: Qualifying Small Business Enterprise

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature
	Date

DPW-16.1(PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.		
Bid No.:	H21/017 AI	Reference no:	

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-11: DECLARATION OF INTEREST AND TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1, PA-15.2 or PA-15.3, shall render the Bid Non-responsive and will be removed from any and all further contention.

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.		
Bid no:	H21/017 AI	Reference no:	

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

1. CIDB registration number (if applicable)

2. 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 bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Bidding Entity (director, trustees, shareholder², members, etc.)
.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.6.1 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 4 below.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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 exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1	If so, furnish the following particulars: Name of person / director / trustees / shareholder / member: _____ Name of state institution at which you or the person is connected to the tenderer is employed: _____ Position occupied in the state institution: _____ Any other particulars: _____ _____ _____		
3.7.2	If you are presently employed by the state, did you obtain the appreciate authority to undertake remunerative work outside employment in the public sector?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.7.2.1	If yes, did you attach proof of such authority to the tender document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.7.2.2	If no, furnish reasons for non-submission of such proof: _____ _____ _____		
3.8	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 <input type="checkbox"/>	No <input type="checkbox"/>
3.8.1	If so, furnish particulars: _____ _____ _____		
3.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

3.9.1	If so, furnish particulars: _____ _____ _____
3.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Yes <input type="checkbox"/> No <input type="checkbox"/>
3.10.1	If so, furnish particulars: _____ _____ _____
3.11	Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
3.11.1	If so, furnish particulars: _____ _____ _____

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / PERSAL Number

- Please provide separate annexure if space provided in the table is insufficient.

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
5.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alterem partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.1.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		
5.2	<p>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 (Act No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on 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) 3265445.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		
5.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.3.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		
5.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.4.1	<p>If so, furnish particulars:</p> <hr/> <hr/>		

- Please provide detailed particulars in separate annexure should the space provided be insufficient.

6. Certification

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4 and 8.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

Effective date 20 September 2021

Page 5 of 5
PA-11 Version: 2021/02

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place) on _____ (date)

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

- 1 _____

- 2 _____

- 3 _____

- 4 _____

- 5 _____

- 6 _____

- 7 _____

- 8 _____

Held at _____ (place)
on _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

B. Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.		
Bid No.:	H21/017 AI	Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act, 1998(Act 89 of 1998) as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive bidding tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution's supply chain management system and/or committed fraud or any other improper conduct in relation to such system;
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the tender.

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

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

PA-29: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Project title:	SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.
Bid No.:	H21/017 AI

in response to the invitation for the tender made by:

The Government of the Republic of South Africa in its Department of Public Works & Infrastructure,

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 consortium³ 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.

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, 1998(Act 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, 2004 (Act 12 of 2004) or any other applicable legislation.

Name of Tenderer	Signature	Date	Position

³ 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.

PA-16: 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 AND THE AMENDED B-BBEE CODES.

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 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6 Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the

Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 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.
- 5.3 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 bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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 CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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/ a QSE? YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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 propriety
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 contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, 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 paragraph 7, 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 contribution 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) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(S)

DATE:.....

ADDRESS:.....
...
.....
...

THIS FORM IS ALIGNED TO SBD 6.1

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CIVIL ENGINEERING SERVICES

on the Project

DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for this service as described in C3 Scope of Services, inclusive of all applicable taxes ("all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies), is:

R (in figures)

.....

..... **Rand** (in words).

The percentage of normal fees tendered is % (in figures)

..... **percent** (in words) as indicated in C2.2.2 Activity Schedule for Value Based Fees, column (b). (In the event of the basis for remuneration being "time based" as determined in C2.1.1.1, mark the percentage above "N/A".)(Remuneration, however, will be calculated as determined in C2.1.2.)

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as **a firm and final offer**.

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 Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:
.....
.....
whose registration number is:
.....
whose income tax reference number is:

OR

Natural person or partnership:
.....
.....
whose identity number(s) is/are:
.....
whose income tax reference number is/are:

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:

Tax Compliance Status Pin (TCSP).....

.....

and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:

Tax Compliance Status Pin (TCSP).....

AND WHO IS (if applicable):

Trading under the name and style of:
.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	--

SIGNED FOR THE TENDERER:

.....
Name of representative	Signature	Date

WITNESSED BY:

.....
Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....
.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:

Fax no:

Postal address:

E-mail address:

Banker: Branch:

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 Service Provider 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 Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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 agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works & Infrastructure
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	<p>The Employer is the Government of the Republic of South Africa in its Department of Public Works & Infrastructure.</p>
1	<p>The Period of Performance is from inception of this Contract for a duration of 36 months and any additional extension(s) of that period if ever so required by the Department.</p>
1	<p>The Project is: Specialist Civil Engineering and Geo-Professional Services for the Project: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS.</p>
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.</p>
3.4.1	<p>Communication by e-mail is not permitted.</p>
3.5	<p>The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.</p>
3.6	<p>Omit the following: "... within two (2) years of completion of the Service ...".</p>
3.12.1	<p>Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof. A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay. In the event that the delay exceeds 30 days, the Employer will have the option to either: (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty of R1 000 per day for the full period of the delay.</p>
3.15	<p><u>For fees stipulated as "Outcome Based Services" in C2.1 Pricing Instructions, C2.1.1.1:</u></p> <p><u>Programme:</u></p> <p>A programme for the performance of Outcome Based Services shall be submitted by the Service Provider, to the Departmental PM, within a period of 10 (ten) working days following the project inception briefing meeting. During the briefing meeting information will be conveyed about various Outcomes Based Services required to be performed under Bill #2 to Bill #3. Thereafter, the Service</p>

Provider will have the opportunity to re-align his preliminary Project Execution Plan (PEP), which was submitted with the tender document, to enable him to compile his final PEP for the project, which will form the basis for management of the Contract and remuneration purposes. Should circumstances change considerably from the briefing (referred to above), the Service Provider and the Departmental PM will negotiate a revised final PEP to meet with and satisfy such change(s). Should the Parties fail to reach agreement on the revised final PEP, the matter will be dealt with in terms of clause 12.1.2 of the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB). Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable Fees accrued at that stage settled by the Department for satisfactory Outcomes Based Services rendered.

The programme will be the result of the co-ordination of all supporting aspects/services required to be performed by the Service Provider for Outcomes Based Services WO's. The WO specific PEP shall in sufficient detail describe planned activities against targeted milestone dates, which will provide the fastest realistic time to undertake and complete the work. Reference shall be made to details of applicable milestone events/dates in C3.2.2.4.3.

Target milestone dates/events shall be referenced to and based on the Scope of Services described in relevant clauses of C3 of the tender documents. No targeted milestone dates/events may, at the co-ordination stage, be extended beyond the generic target milestone dates outlined in C3.2.2.4.3, without acceptable motivated reasons provided by the Project Principal.

The Service Provider Project Principal shall compile and submit a signed final PEP and present same to the PM for sign-off, as proof that the programme was agreed upon between the Service Provider and the PM, which information will be used when monitoring progress of WO instructed Bill #2 and Bill #3 Outcome Based Services.

The Department retains the right to negotiate amendments to the submitted final PEP for Outcomes Based Services, with the Project Principal, to promote the best interest of the project whenever required or deemed necessary.

For fees stipulated as "Time and Cost Based Fees Services" in C2.1 Pricing Instructions, C2.1.1.1:

Generic Project Execution Plan (PEP) for GHI's and EEI's:

A generic PEP for attendance to and performance of Dolomite Ground Hazard Incident (GHI) Services and/or Emergency Event Incident (EEI) Services shall be submitted by the Service Provider to the Departmental PM, within a period of 10 (ten) working days following the project inception briefing meeting.

Important: Reference shall *inter alia* be made to guiding milestone target dates specified in C3.2.2.4.3 B) and C) for WO's involving GHI's and EEI's. See also C3.3.5.1 A) & B)

Programme for Additional Time and Cost Based Fees Services:

The Service Provider shall compile and submit a WO specific Project Execution Plan (PEP) for the performance of instructed Additional Time and Cost Based Fees Services, for consideration and approval by the Departmental PM. Reference to amongst others C3.2.2.4.3, C3.2.3, C3.3.4 and C3.3.5. Said WO-specific PEP shall contain total estimated cost(s) for the performance of requisite Service(s), including designated/assigned Key Persons time and costs and target milestone dates. Unless circumstances dictate otherwise, each WO-specific PEP shall be submitted by the Service Provider within 10 (ten) working days following the WO instruction date.

In the event of the Department not being satisfied with the submitted WO-specific PEP, the parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management and remuneration of the WO-specific PEP. Should circumstance change from the initial briefing, the Service Provider and the Departmental PM will negotiate a revised WO-specific PEP to satisfy such change(s).

Milestone target date(s) may not extend beyond the submitted PEP program time frame(s), per each WO-specific assignment instructed by the PM, without timeous notification and reasonable motivation and/or justification put forward by the Service Provider. The programme thus compiled

	<p>and presented by the Service Provider, must be formally submitted to the PM, duly signed by the Project Principal, as proof of the Service Provider's undertaking and commitment to deliver upon Specified Time and Cost Based Fees Services.</p> <p>Should the Parties fail to reach agreement on any PEP for WO instructed Additional Services for Time and Cost Based Fees Services, the matter will be dealt with in terms of clause 12.1.2 of the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB). Should the mediation process fail, the applicable WO (or if applicable, such WO's as are in dispute), will be cancelled and will be deemed to have been mutually terminated and any reasonable fees accrued at that stage, settled by the Department.</p> <p>Note: Reference shall be made to "generically" described penalties for Time and Cost Based Fees Services, detailed in C3.2.2.4.3, for duties required to be performed by Key Persons.</p>
3.16	Price Adjustment to Time and Cost Based Fees Services and Outcome Based Services for inflation shall apply in accordance with 3.16.1 hereunder.
3.16.1	Time and Cost Based Fees Services and Outcome Based Services shall be adjusted in terms of 3.16.2 on each anniversary of the Starting Date of the contract. The Starting Date of the contract is the date of the Letter of Acceptance issued by the client.
3.16.2	<p>Price Adjustment to Time and Cost Based Fees Services and Outcome Based Services shall be equal to:</p> $(CPI_n - CPI_s) / CPI_s$ <p>Where CPI_s = the headline index number for the month during which the Starting Date falls and CPI_n = the headline index number for the month in which each anniversary of the Starting Date falls.</p> <p>Indices are obtained from Stats SA Statistical Release P0141 Table B1 and is available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p> <p><u>Price Adjustment to Tendered Rates:</u></p> <p><u>Period one (01):</u> Tendered rates shall be fixed for the first 12 (twelve) months of the contract period (no Price Adjustment applicable).</p> <p><u>Period two (02):</u> Tendered rates are subject to adjustment of CPI headline index for the period following Period one (01) above for 12 (twelve) months with the base month being the month in which the Starting Date falls and the Price Adjustment date, the month in which the first anniversary of the Starting Date falls.</p> <p><u>Period three (03):</u> Tendered rates are subject to adjustment of CPI headline index for the remaining period following Period two (02) above for 12 (twelve) months with the base month being the month in which the Starting Date falls and the Price Adjustment date, the month in which the second anniversary of the Starting Date falls.</p>
4.1.1	Briefing meeting: There will be no briefing meeting for this Tender
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.

5.4.1	<p>Minimum professional insurance cover of R1,5 million, with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.</p> <p>Tenderers shall note special and additional high risk contract insurance requirements, which are applicable to this contract, all as specified in C2.1.2.21.3, which policies shall be acquired and maintained in force for the contract period.</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>a) Appointing subcontractors for performance of any part of the services, b) Appointing Key Person(s) not listed by name in the Contract Data 7.1.2 below, c) Any other action that may be specified in the Contract Data.</p>
5.5 (c)	<p>1. 1. Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the GCC conditions of contract.</p> <p>1.1 Execution of WO's, albeit for Outcomes based Services or Time and Cost Based Fees Services; 1.2 Travelling & sundry expenses for which payment will be beyond the provisions of C2.1.4.9 and C2.1.4.10; 1.3 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.4 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.5 Rulings on claims and disputes; 1.6 Suspension of the works; 1.7 Final payment certificate; 1.8 Issuing of <i>mora</i> notices to the contractor; 1.9 Cancellation of the contract between the Employer and contractor. 1.10 Deviate from or change the Scope of Services; 1.11 Deviate from the final programme as in clause 3.15 above; 1.12 Deviate from the programme (delayed or earlier);</p> <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2. Limitation of authority/powers The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <p>2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items;</p>

	<p>2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.15 above (see C3 Scope of Services, C3.6 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
13.6	The provisions of clause 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>SPECIALIST CIVIL ENGINEERING AND GEO-PROFESSIONAL SERVICES: DRMS: PHASE 5: EMERGENCY AND AD-HOC PROPERTY INVESTIGATIONS IN SUPPORT OF THE DOLOMITE RISK MANAGEMENT STRATEGY FOR THE PROPERTIES OF THE NATIONAL DEPARTMENT OF PUBLIC WORKS,</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R1.5 million, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causa debiti, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>Furthermore I/we undertake to ensure that any person and/or entity, appointed by me/us on a sub-contracting basis, in the execution of any part or parts of the Scope of Services:</p> <p>a) hold(s)/maintains for the duration of their respective part(s) of the sub-contracted work, appropriate insurance, which must/may include professional indemnity insurance cover and/or Service Providers All risk insurance and/or Public Liability Insurance cover suitable for works / activities on high risk dolomite land and that such person or entity, mutatis mutandis, leave(s) the</p>

Department indemnified beyond the completion of the respective sub-contracted works/activities, for which the Service Provider will issue a sub-contract completion certificate to the sub-contracted party for a period of five (5) years after the issue of such applicable certificate. See also C2.1.2.21.3 for special insurance requirements applicable to this contract.

NAME:

CAPACITY:

SIGNATURE:

7.1.2 As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, **and/or**, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.

Important Note #1: Tendering Service Providers are required to furnish the requisite information in the table hereunder with the actual name(s) of personnel contemplated to perform ***Specific jobs / functions** recorded hereunder.

Important Note #2: Reference shall be made to C2.1.2.4 for Definitions concerning requirements applicable to the listed ****Key Persons** in the table hereunder.

The Key Persons and their jobs / functions in relation to the Services are:

Name (nominated person's name must be recorded hereunder)	Key Persons Position (who are permanently employed by the Service Provider):	Category of professional registration	*Specific jobs / functions:
1.	**Project Principal:	ECSA registered	Single point of contact/co-ordination between Service Provider and the Departmental' PM
2.	**Competent Person (Civil Engineering)	ECSA Registered	Civil Engineering Township Services design(s) and existing Civil Engineering Services integrity assessment.
3.	**Competent Person (Dolomite land) Engineering Geologist or Civil Engineer	ECSA or SACNASP registered	Render specialist Geo-professional Services

4.	**Competent Person (Structural Engineering)	ECSA Registered	Structural Engineering Services involving structural risk assessments of existing buildings & structures affected by dolomitic conditions.
5.	**Civil Engineering Technician	ECSA Registered	Supporting and investigative services
6.	Geologist	SACNASP Registered	Amongst other borehole logging and recording
7.			
8.			
9.			
10.			
7.2	A Company Personnel Schedule is not required as the contract is to be executed by the above specified Key Person(s) as per 7.1.2.		

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

C2: PRICING DATA

C2.1 Pricing Assumptions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Remuneration for Specialist Civil Engineering and Geo-Professional Services will be paid for on tendered rates for:

- i) Outcome Based Services (C2.1.3), and
- ii) Time and Cost Based Fees Services (C2.1.4).

C2.1.1.2 Tenderers are to tender:

A) Rates for Outcome Based Services listed in Activity Schedule C2.2.2

and

B) Rates for Time and Cost Based Fees Services per Activity Schedule C.2.2.3.

all as set out below.

C2.1.2 Remuneration for Specialist Civil Engineering and Geo-Professional Services

C2.1.2.1 Remuneration for services rendered by the Service Provider shall be calculated as follows, taking due cognisance of requirements stated in C2.1.2.2 to C2.1.2.3:

A) Rates for "Outcome Based Services": The tendered unit rates in C2.2.2 Activity Schedule, multiplied by the quantity certified, plus Value Added Tax (VAT), all according to the provisions under C2.1.3

plus

B) Rates for "Time and Cost Based Fees Services": The different rates tendered for Services performed by Key Persons and specialist Geo-scientific specialists, assisted (where required) by geo-physical investigative means/methods, listed in C2.2.3 Activity Schedule, multiplied by the actual number of units expended, plus the permitted actual recoverable items certified, plus Value Added Tax, all according to the provisions under C2.1.4.

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to C2.1.1.1.

C2.1.2.3 Upon the issue of a written WO instruction by the PM to the Service Provider on Time and Cost Based Fees Services, typing, printing and duplicating work and forwarding charges, as set out under C2.1.4.8 herein, will be paid in full.

C2.1.2.4 **Disbursements in respect of all travelling and related expenses** including all travelling costs, time charges and subsistence allowances related thereto **will not be paid for separately. Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

The term "Site-Variable Activities" is associated with all travelling requirements/expenses of the Service Provider's Sub-contractors, to enable work to be performed at the locality of PM instructed WO site/property, for Bill #2, Bill #4 and Bill #5 Services. At the fundamental core of Site-Variable Activities are an all-inclusive tendered Rate for travelling towards and returning from a WO instructed site/property, which includes for travelling time/expenses of the designated supporting Sub-contracting entities personnel, equipment and machinery. To enable the Service Provider to produce Specified Outcomes in accordance with a WO instruction on a designated site/property, may require, amongst others, site

inspections/arrangements for the contemplated work. These include, but are not limited to physically and materially investigating/exploring site conditions, borehole drilling works access/inspections, transportation of materials for testing/logging and evaluation etc., all of which components/elements contribute towards delivering upon Specified Outcomes.

For the purpose of this contract, the Site-Variable Activities component includes, in the broadest possible meaning of the term, such items as can be related to travelling, which, amongst others, deal with the travelling entities travelling time, travelling expenses/costs, inclusive of any and all subsistence and sundry disbursements expenses/costs deemed necessary/required, as from the date/time of departure from its Home Base to reach the WO specified site/property and the date/time of the return trip back to Home Base.

C2.1.2.5 Definitions:

For the purpose of this contract, the following terms shall have the definitions/meanings hereby assigned:

(Note: listing alphabetically arranged.)

Civil Engineering Technician is a Key Person who:	a) b)	is registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000) as a Professional Engineering Technician. has at least 3 (three) years extensive applied experience of projects/work on dolomite land.
Commencement date:	The date formally recorded on the Department's letter of award to the successful tenderer.	
Competent Person (Civil engineering) is a Key Person who:	a) b)	Is registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000) as either a Professional Engineer or a Professional Engineering Technologist and ... has at least 5 (five) years appropriate experience and a working knowledge of developments on dolomite land.
Competent Person (Dolomite land) Engineering Geologist or Civil Engineer is a Key Person who:	a) b) c)	Is registered as a professional engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) or a person who has a BSc degree , or higher, in geology or engineering geology and is registered as a professional natural scientist in terms of the National Scientific Professions Act, 2003 (Act No. 27 of 2003), or Is a professional practitioner as a Geologist, Engineering Geologist or a Geotechnical Engineer, who is registered with SACNASP, who shall be able to prove more than 5 (five) years relevant experience of the assessment/analysis of dolomitic land and development(s) thereon, or ... has demonstrated to his peers the following competency outcomes in relation to a parcel of dolomite land through an interview and the submission of a portfolio of work: (in the absence hereof, the Department will by formal instruction/demand, to have such a person's dolomite related work/experience evaluated by a committee, which will comprise three senior dolomite experts [to be identified/named by the Department], in an interview. Should the outcome of the interview prove an acceptable risk to the Department, such person will be allowed to work on this project) 1). Interpret and understand the geological and geo-hydrological setting. 2). Identify and determine the dolomite hazard i.e. the features (sinkhole or subsidence) that can cause damage and injury. 3). Analyse and determine the dolomite land inherent hazard class in accordance with the requirements of the SANS 1936 Part 2, Annex B (normative) Methodology for the determination of the inherent hazard by the method of scenario supposition. 4). Determine appropriate development and water precautionary measures in relation to risk. 5). Determine the procedures for the rehabilitation of sinkholes and subsidence(s). 6). Determine appropriate dolomite risk management strategies in accordance with the requirements of SANS 1936 Part 4.

<p>Competent Person (Structural engineering) is a Key Person who:</p>	<p>a) is registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000) as either a Professional Engineer or a Professional Engineering Technologist, and b) has at least 5 (five) years' experience of structural engineering design/development on dolomitic land.</p>
<p>Dolomite Manual:</p>	<p>Department's dolomite reference manual for investigations, works and development on dolomite land, titled: APPROPRIATE DEVELOPMENT OF INFRASTRUCTURE ON DOLOMITE: MANUAL FOR CONSULTANTS, with Document reference PW 344 (LATEST VERSION).</p>
<p>DRMS:</p>	<p>The term Dolomite Risk Management Strategy (DRMS) refers to the process of using scientific, planning, engineering and social processes, procedures and measures to manage an environmental hazard, and encompasses policies and procedures set in place to reduce the likelihood of events (sinkholes and subsidences) occurring on dolomite land.</p>
<p>Emergency Event Incident (EEI):</p>	<p>An Emergency Event Incident (EEI) requires an expeditious response, within 24 (twenty four) hours of notifying the Service Provider to risk assess the extent and influence of a reported dolomite instability incident, with specific reference to the term "EEI" mentioned in the WO, when instructed by the PM, albeit verbal or in writing. Reference shall be made to C3.2, C3.2.2.4.3 and C3.3.5.</p>
<p>GIS:</p>	<p>The term "GIS" refers to the Department's Geographical Information System, which utilizes a suite of registered patented computer software programs such as ArcGIS, ArcMap, ArcView and ArcEditor and others, which are currently utilized by the Department; Any and all information, features, attributes, data, files, programs, drawings, maps, etc., to be supplied under this contract as Deliverables and Time and Cost Based work, shall be fully compatible with the Department's currently utilized computer software programs and system(s) input/output requirements/formats.</p>
<p>Ground Hazard Incident (GHI):</p>	<p>A Ground Hazard Incident (GHI) requires expeditious response(s), within 72 (seventy two) hours from the Service Provider to risk assess the extent and influence of a reported incident, with specific reference to the term "GHI" mentioned in the written WO instructed by the PM. Refer also to C3.2, C3.2.2.4.3 and C3.3.5.</p>
<p>Home Base:</p>	<p>Home Base means a fixed reference point of departure/return from where travelling distance measurement is determined, per each WO issued by the PM. For this contract the term Home Base shall mean The City of Tshwane Metropolitan Municipality, at Church Square. Note: For any case of merit and where the context requires differently, Home Base may also mean the physical point of departure/return, as agreed upon in writing between the PM and the Project Principal, and confirmed in the associated WO issued by the PM.</p>
<p>Key Person(s):</p>	<p>Key Persons are those persons listed in C1.2.3: Data Provided by the Service Provider, Clause 7.1.2.</p>
<p>Lump Sum:</p>	<p>An amount tendered for listed Services in Activity Schedules C2.2.2 and C2.2.3, which price is tendered to reflect an all-inclusive Lump Sum value for the particular Service.</p>
<p>Outcome Based Services:</p>	<p>Outcome Based Services are performed by the Service Provider upon the issue of a written PM instructed WO, the result of which culminates in Specified Outcomes referenced in C3, measured in Activity Schedules C2.2.2 and C2.2.3. Important note: The wording and intent of this definition is used interchangeably with the definition for Specified Outcomes.</p>

Project Manager (PM):	Person identified as the Departmental Project Manager (PM) in T1.1.6. See T1: Tendering Procedures.
Project Principal:	<p>Is a Key Person who:</p> <p>a) Must perform a leading role as a Key Person to the Contract and act as the single point of responsibility, contact/liaison between the Department and the Service Provider :</p> <p>b1) Is a Senior professional Civil Engineer and a Competent Person (civil engineering)*, with at least 10 years working experience in the dolomite design/development environment or alternatively ..</p> <p>b2) Is a Senior Competent Person (dolomite land), with at least ten (10) years' experience of design/development on dolomitic areas.</p> <p>c) Must in name be nominated/recorded in the list of Key Persons</p>
Provisional Cost Sum:	An amount allowed for in the Activity Schedule(s) for a yet to be identified Service, the extent, scope and detail of which is not yet quantified or described, which may be instructed by the Department, as and when required. Generally, the use of such items must conform to the Department's particular procurement requirements, which involves the sourcing of at least 3 (three) quotations from relevant independent sub-contracting Service Provider entities.
Quantity:	The measured number of units for listed Services quantified in C2.2.2 and C2.2.3.
Rate/s:	The unit rate at which remuneration will be compensated for items listed in C2.2.2 and C2.2.3, for which the Service Provider shall tender all-inclusive scheduled rates for Bill #1 to Bill #6 Services, to requirements specified in C3.
Service/s:	Performing and/or executing works/activities necessary in fulfilling the Scope of Work/Services instructed, albeit implied or otherwise, all as required by the written WO's issued by the Departmental PM to the Service Provider, with particular reference to Specified Outcomes for Services detailed in C2.2.2 and C2.2.3, read together with the requirements of the Scope of Services in C3.
Site-Specific Activities:	An all-inclusive term, which requires attendance by the Service Provider, its supporting Service(s) entities/Key Persons, etc., to perform all material requirements/aspects required on a WO identified site/property, delivering upon Specified Outcomes . This item generally excludes travelling arrangements and costs associated with travelling to and returning from a target destination. See C2.1.2, C3.2.2, C3.2.3 and C3.3.2 C).
Site-Variable Activities:	An all-inclusive term used to describe, in the broadest possible meaning/context, such travelling activities and sundry expenses as are required/necessitated by the various Service Provider's entities (albeit for Services performed by Exploratory drilling and/or Gravity surveys, etc.), to perform requisite Services to produce Specified Outcomes , by travelling of same to or returning from a specified WO site/property. See C2.1.2, C3.2.2, C3.2.3 and C3.3.2 D).
Specialist Civil Engineering and Geo-professional Services	Specialist Civil Engineering and Geo-professional Services comprises Outcome Based Services measured in C2.2.2 and Time and Cost Based Fees Services performed Key Persons or specialist geo-scientific professionals and geo-physical investigative Services listed in C2.2.3.

Specified Outcomes:	The Service Provider delivers tangible Specified Outcomes for various Services, meeting qualitative, measurable and verifiable requirements, to particular specified norms/standards (typically reports of different type and specified quantum). This definition (Specified Outcomes) shall be read in conjunction with the definition for Outcome Based Services, which is used interchangeably as the context requires.
State Owned Sites/Properties:	State Owned properties in this contract means all land, sites/properties, buildings and facilities constructed thereon, which are owned, and in some cases leased, by the State and which are administered by the National Department of Public Works (note: schools and health facilities are typically excluded, due to such being a provincial competency).
Tenderer's Financial Offer:	Total Financial Offer by Tenderer for required Services in C3, the amount of which is all inclusive and summarised in C2.2.4
Time and Cost Based Fees Services	Time and Cost Based Fees Services are described in C3 and listed in Activity Schedule C2.2.3.
Unit:	The unit of measurement for each scheduled Billed Service item.
Water Auditing Initiative (WAI)	Works required to be performed as described in C3.3.3, upon specific WO issued by the PM.
Work Order (WO):	A formal instruction issued by the PM to render required Services. Such formal instructions are reduced to writing as WO's, which are uniquely referenced with a sequential number, generated by the PM, upon issue of the WO. <u>Note:</u> The sum total amount (monetary re-measurable value) of all WO's issued by the PM constitutes the full extent of this tender. <u>Important:</u> Each WO issued by the PM must be priced by the Service Provider in a separate PEP, at either Outcomes Based Services and/or Time and Cost Based Fees Services Rates.

C2.1.2.6 GENERAL CONTRACTUAL REQUIREMENTS AND SERVICE PROVIDER OBLIGATIONS:

(Particulars are contained in C2.1.2.6 up to and inclusive of C2.1.2.19):

- C2.1.2.7** All fee accounts shall be signed by the Project Principal, which must be submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.
- C2.1.2.8** Upon the issue of a written WO by the PM, the Service Provider shall diligently perform requisite work in C3, which Services are measured and priced at tendered rates in C2.2.2 and/or C2.2.3. Remuneration for issued WO's shall be compensated at all inclusive tendered Rates.
- C2.1.2.9** Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated timeously with the PM. Fee accounts, correct in all respects, will be deemed submitted when received (i.e. date stamped and registered at the Department's Head Office registry section), and settled when electronically processed by the Department. The Department reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the Standard Professional Services Contract ((July 2009) (third edition of CIDB document 1014)).
- C2.1.2.10** Accounts for services rendered may be submitted on the satisfactory completion of written instructed WO's. In particular, reference shall be made to C2.1.3.2 A), B) and C), for incremental proportions payable, in lieu of Outcomes Based Services rendered, which will be certifiable at a particular stage of execution. Interim accounts will only be considered during the execution phase of WO's and then not more frequently than monthly. Payment of accounts rendered will be subject to checking by the PM. The Department reserves the right to amend the amounts

claimed in order to conform to tendered rates in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the Standard Professional Services Contract ((July 2009) third edition of CIDB document 1014).

- C2.1.2.11** The onus for the timeous submission of all required documentation to register the Service Provider for payment in lieu of this Contract shall be the sole responsibility of the Service Provider.
- C2.1.2.12** Accounts for Services rendered shall be submitted to meet with the PM's account format requirements. The Service Provider shall timeously consult with the PM to formulate/agree to an acceptable format/standard.
- C2.1.2.13** The short descriptions of the payment items in the Activity Schedules are only given to identify Services required and to provide abbreviated details. Reference shall, amongst others, be made to C1.2 - Contract Data, C2 - Pricing data and C3 - Scope of Work for more detailed information regarding the description(s), specification(s) and particulars of work required under this contract.
- C2.1.2.14** Tendering Service Providers shall allow for all costs related to compliance with this Contract's **Standard Conditions of Tender (January 2009 edition)**, as contained in **Annex F of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement** and the **Standard Professional Services Contract (July 2009 edition)**, published by the **Construction Industry Development Board (CIDB)**, which costs/expenses shall be deemed to be included in tendered rates.
- C2.1.2.15** Tendering Service Providers shall fill in a rate or a Lump Sum for each item where provision is made for it, even where no quantities are given. Items against which no Rate or Lump Sum has been entered in the tender will not be paid for when work is executed, as payment for such work will be regarded as being covered by other Rates or Lump Sums in the Activity (Pricing) Schedule.
- C2.1.2.16** Tendering Service Providers shall fill in a Rate against all items where the words "rate only" appears in the amount column. Although no work may be foreseen under such item and no quantities consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenderer's should note all provisions contained in Clause C2.1.2 of the Pricing Instructions.
- C2.1.2.17** Should the Tendering Service Provider group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should it be indicated that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.
- C2.1.2.18** Wherever unit rates are not indicated, such item(s) shall be interpreted to mean that the item has a zero extendable cost.
- C2.1.2.19** Tendered Lump Sum(s) and Rates shall be valid irrespective of any change in the quantities.
- C2.1.2.20** Tendered rates exclude Value Added Tax (VAT). VAT is however payable on this contract and is computed only once and added in the "TOTAL FINANCIAL OFFER BY TENDERER: (BILL COST SUMMARY TABLE)". See C2.2.4
- C2.1.2.21** **Provisional Cost Sum(s):**
- 1) Where a Provisional Cost Sum is set out in the Activity Schedules and the work to which the Provisional Cost Sum relates is instructed by the PM and is executed:
 - a) By the Service Provider, it shall be valued in accordance with the rates contained in the Activity Schedules as may be applicable or
 - b) By a Sub-contractor, the Service Provider shall be reimbursed the sum or sums actually paid by him to the Sub-contractor, plus a mark-up, at the percentage stated

by the Service Provider in the tender, but limited to a maximum of 7, 5% (seven and a half percent).

- 2) Expenditure in connection with Provisional Cost Sums shall be in accordance with the Department's procurement policies and shall be expended solely at the discretion and on the written WO instruction of the PM.
- 3) The Service Provider shall produce all relevant invoices, vouchers and receipts in respect of payments made in connection with Provisional Cost Sums, when payment is requested for these items.

C2.1.2.22 PARTICULAR REQUIREMENTS APPLICABLE TO ALL WO SERVICES INSTRUCTED UNDER THIS CONTRACT:

C2.1.2.21.1 Occupational Health and Safety Act (OHSA), 1993 (Act No. 85 Of 1993) and Construction Regulations 2014:

A) The Service Provider and his selected Sub-contractors shall jointly and severally be responsible for the implementation and maintenance of a Safety Management Plan (SMP) for all WO's required to be performed under this contract. No separate payment shall be made for compliance to the requirements of the above mentioned Act/Regulations in performing WO assignments under this contract. The cost of providing this service shall be deemed included in the rates tendered. See C3.2.3.7

B) The Service Provider's tendered rates in C2.2.2 and C2.2.3 shall be deemed inclusive of all Occupational Health and Safety Act/Regulations requirements/costs, which must be timeously arranged, serviced and maintained.

C) Measurement and Payment for Occupational Health and Safety Act (OHSA), 1993 (Act No. 85 of 1993) and Construction Regulations 2014 shall be deemed included in tendered rates.

C2.1.2.21.2 Quality Management System Requirements:

A) Tendering Service Providers shall make due allowance for the implementation of a two pronged reputable/auditable quality management system as recorded in C3.2.3.2. This requirement is applicable whether WO's are performed on either Outcomes Based Services or Time and Cost Based fees Services instructed by WO by the PM. The cost of implementing the first component of the QMS, namely the Internal Quality Assurance Program, is to ensure meeting the Department's basic quality objectives, which shall be deemed to be included in the tendered rates. See also C3.2.3.2 B1) in particular.

B) The second component of the required QMS requires implementation of an independent (external) peer review mechanism, which Services will be compensated at tendered all inclusive costs. See C3.2.3.2 in general and C3.2.3.2 B2) in particular. The cost of the Peer Review functionary (who shall be an independent retained senior Competent Person (Dolomite land), shall be deemed to be included in the tendered rates. See also C3.2.3.2 B2) in particular.

C) Measurement and Payment for QMS Requirements:

The Service Provider's tendered rates shall be deemed inclusive of all for QMS component requirements/costs, which must be arranged/implemented and maintained as recorded above.

C2.1.2.21.3 Special High Risk Contract Insurance Requirements:

A) General:

A1) Cautionary Notice:

Tendering Service Providers are forewarned that all sites/properties that will be attended/ investigated under this contract shall be treated as HIGH RISK DOLOMITE LAND.

A2) High Risk Dolomite Land could subject investigative teams, staff and equipment to geological conditions, which are the subject of highly unstable subsurface conditions, which may result in catastrophic ground movement(s), evident by sinkhole(s) and/or subsidence(s).

A3) It is a compulsory requirement of this Contract for the Service Provider to procure, maintain and keep in force, appropriate insurance policies for the full duration of this Contract.

A4) The Department's Specific Insurance Indemnity requirements for this contract shall inter alia render the Department, the particular Client Department, the public at large, and any state employee resident at or working on any designated site(s)/property(ies), harmless against any claim(s) of whatsoever nature. The appointed Service Provider shall, as a minimum requirement of this contract, arrange for insurance cover against identified risks described hereunder, but not limited thereto.

B) Tenderer to Procure Appropriate High Risk Insurance Cover for this Contract:

B1) It is the responsibility of the Service Provider to ensure that he has adequate insurance to cover his and his sub-contractors' risks and liabilities as hereunder specified. Without limiting the Service Provider's obligations in terms of the Contract, the Service Provider shall, within 15 working days of the award of the contract, but before commencement of any work performed and/or instructed under this contract, submit to the Department sufficient and adequate proof of such insurance policies, if requested to do so.

B2) The minimum requirements for insurance cover for this contract shall include for, but not be limited to the following:

- Damage to the Works
- Injury to Persons or Loss of or damage to Properties
- Professional Indemnity Insurance Cover
- Service Provider's / Contractor's All Risks (CAR) Insurance
- Public Liability Insurance
- Service Provider Entity Insurance (company and employees)

B3) Reference shall be made to C3.3.1.3 for High Risk Contract Insurance requirements applicable to this contract.

C) Measurement and Payment for Insurance Requirements:

C1) Tendering Service Provider's shall tender an all-inclusive lump sum price for Insurance Requirements described in C2.1.2.21.3 A) and B) above, read with specification requirements C3.3.1.3. Said insurance(s) shall cover and include for all WO's issued and performed by the Service Provider, for Specified Services, described/detailed in C2.2.2 and C2.2.3.

C2) The Tenderers Financial Offer shall include for procuring, implementation and maintenance of insurance requirements for the duration of this contract. For pricing of this requirement, reference shall be made to Bill #01, item #1.1.

C2.1.2.21.4 Specialist Geo-Professional Service Provider's Enabling Requirements (but not limited thereto) to Perform Bill #1 to Bill #5 Services.

A). Basic Minimum Enabling Requirements:

A1). Studying, assimilating and understanding the Department's currently used DRMS systems, processes and procedures, amongst others detailed and described in the Department's Dolomite Manual, titled "APPROPRIATE DEVELOPMENT OF INFRASTRUCTURE ON DOLOMITE: MANUAL FOR CONSULTANTS, DOCUMENT REFERENCE PW 344 (LATEST VERSION)", which can be obtained from the website link referenced hereunder,

<http://www.publicworks.gov.za/consultantguidelines.html> , see item 4, Civil Engineering.

The contents of said Dolomite Manual shall form an integral part of the intent and purpose of this tender.

A2). The use and application of a compulsory South African National Standard, SANS 1936 (2012): Parts 1 to 4: Development of Dolomite Land.

A3). Source and obtain relevant site/property ground water (inclusive of known compartments) information/studies on dolomitic areas in South Africa.

A4). Sourcing and verification of geodetic, cadastral and basic property information/data, for State owned properties, intended and due for investigation under this contract.

A5). The Service Provider will be allowed restricted access to selective reports/gathered data from the Department's GIS system (ARC platform), which will enable same to access/study/assess the desired standard of quality, norms and formatting various specified reports, thereby permitting the Service Provider a detailed understanding of patented software programs used.

A6). Specified Outcomes prepared in meeting particular requirements of this Contract, such as reports, maps drawings etc., must be fully compatible and integrated with the Department's currently used computing system(s) ("ARC"- platform software programs) and methods utilized.

A7). The Service Provider shall prepare and submit a WO-specific sub-level PEP to the PM for each instructed site/property instructed to be investigated and/or attended (based on the generic contents of sub-level PEP). This amongst others include for activities such as planning, establishment, detailed gravity surveys, deep geological exploratory drilling, reporting, peer reviewing, up to final delivery of report to the PM. For Time Based Fees Services, remuneration for the preparation of the sub-level WO-specific PEP will be remunerated at all inclusive tendered Time Based Fees rates.

A8). Basic information to be contained in the reporting standard must include a detailed description of the site, its current use, brief outline of buildings, services and its status quo condition, enlightening/detail photographs (as required) and other site specific geographical, geological and topographic features.

A9). The PM's instructed WO's will generally, though briefly, define the scope of work for each identified site/property to be investigated, but such shall not limit or waiver the general obligations of the Service Provider implied by this contract.

A10). The Service Provider shall have Specified Outcomes (i.e. all requisite specified reports), resulting from WO's executed/performed, to be subjected to the compulsory peer review process, all as specified per C2.1.2.21.2, C3.2.3.2 B2).

A11). The Service Provider shall be responsible to define a "Department compatible" country wide unique property/buildings referencing system, which must be formalized soon after award of this contract, and such must be compatible with the current reference system in use by the Department. Attendance to this requirement shall be deemed included in tendered rates.

B). Measurement and Payment:

Tendered Rates shall be all inclusive of all requirements noted under A1) – A11) above.

C2.1.2.23 PROVISION FOR PRICE ADJUSTMENT TO TENDERED RATES:

Refer to Contract Data C1.2.2, Clause 3.16.

C2.1.3 SPECIFIC ADDITIONAL TENDER AND PRICING INSTRUCTIONS APPLICABLE TO OUTCOME BASED BILL #2 AND BILL #3 SERVICES:

C2.1.3.1 Tendered Rates to be All Inclusive:

A) Tendering Service Providers shall tender all-inclusive rates for Services listed in the appropriate column of the relevant Activity Schedule(s). Without derogating from the general meaning of the term all-inclusive rates, any and all expenses which the Service Provider may incur or foresee to incur in the execution of delivering upon Outcome Based Services, irrespective of its substance, nature, class or cause thereof, unless noted otherwise, shall be deemed included in the tendered rates.

B) Each and every WO instruction issued by the PM, must be diligently attended to, and each WO must culminate amongst others in written report(s), commensurate with the generic requirements of each Specified Outcome for a Service, the substance of which is extensively covered in C3.2.3.

C) The Service Provider shall tender all inclusive rates in Activity Schedule C2.2.2 for Bill#2 and Bill#3 inclusive of items related to travelling, which, amongst others, deal with the travelling Key Person(s) travelling time, travelling expenses/costs, inclusive of any and all subsistence and sundry disbursements expenses/costs deemed necessary/required, as from the date/time of departure from their Home Base to reach the WO specified site/property and the date/time of the return trip back to Home Base.

C2.1.3.2 Remuneration applicable to Outcome Based Services:

C2.1.3.2 A) General

A1) The Service Provider shall take note that not all sites/properties instructed to be investigated, are *per se* located "on" Dolomite formation. Two scenarios apply, namely, those that are on face value expected to be located on **known**** dolomite formation and others that are located within a defined band width - generally referred to as the dolomite buffer zone - which is outside/beyond the **known**** dolomite formation distribution.

**** Note:** The dolomite delineated areas are depicted on the "Geological map of the Republic of South Africa (1997, released 1998)" – compiled by Keyser, N.

A2) For the purposes of this contract, the dolomite buffer zone is limited to a max. strip-width of 4,0 (four) km beyond the plotted dolomite 'boundary' referenced above. In determining whether any site/property is actually located "on" Dolomite (i.e. those identified to be within the buffer zone of 0,0km to 4,0km), certain exploratory site work is necessary, which is to some extent common cause with those sites/properties that are notably "certain" to be located on Dolomite.

A3) Tendering Service Providers are to note that the modus operandi of investigation(s) and the remuneration method for such Services, i.e. for sites located "on" dolomite or "within" the 4 (four) kilometre dolomite buffer zone, are specified/measured differently (see C3.3.2). Such determination(s) and future follow-on work can only be confirmed from the outcome(s) of exploratory site investigation work(s). Three scenarios apply and these are separately described.

A4) Services measured in Bill #1, Bill #2 and Bill #3 shall be deemed Outcome Based Services, the performance/execution of which will result in fulfilment of particular requirements set in C3.3.2

A5) Measurement and Payment:

Tendered Rates, which will enable the Service Provider to meet with and comply to Specified Outcomes requirements in C2.1.3.2, shall amongst others, be deemed inclusive of and meticulously attending to specified requirements above, performed taking due cognisance of C2.1.2.21 to C2.1.2.22.

C2.1.3.2 B) Interim Remuneration: Emergency Dolomite Incidence Determination(s):

B1) Interim remuneration for partly completed activities will be considered for Emergency Dolomite Incidence Determination(s) (only applicable to sites located within the 0,0 km to 4,0 km dolomite buffer zone): Applicable to Bill #2.1 Services:

B2) Interim remuneration applicable to C2.2.2 Activity Schedule, for Outcomes Based Services listed in C2.2.2.2: Bill 2: Bill #2.1, may be claimed as a percentage of the total (all inclusive) Lump Sum tendered price, for each WO instructed site/property investigated.

B3) Permissible interim remuneration percentages applicable to Specified Outcome Based Services for Emergency Dolomite Incidence Determinations:

Item	Verifiable Specified Outcome Based Target Milestone event/activity per site/property:	% payable
a)	<p>Desktop study and physical site visit by Competent Person (dolomite land): Source any and all relevant records, orthophotos, surveyor general information, maps, drawings (if applicable), etc., for desktop study of the designated site/property.</p> <p>Personally attend and inspect the site and amongst others prepare a systematic portfolio of surveillance photographs, record pertinent geological features and/or any other relevant site information, etc. All reference(s) and relevant information shall be indexed and bound in a uniquely referenced report, which is intended to be used for further planning purposes.</p>	15
b)	<p>On-site setting out of boreholes, drilling exploratory boreholes, site supervision/attendance by Geologist; recovery, analysis, recording & logging borehole profiles, assessment of borehole samples and other pertinent drilling parameters, recording of borehole positions (with coordinates), backfilling of boreholes, etc.</p> <p>Submit site locality layout with borehole positions, submit authenticated borehole log sheets uniquely referenced, in bound report format, to Department</p>	65
c)	<p>Specified Outcome:</p> <p>Option 1: Should the site be classified as a non-dolomitic site, submit a peer reviewed close-out report, complete with associated Dolomite Status Certificate. The report must contain a comprehensive account of work done, complete with detailed motivation regarding the conclusion derived.</p> <p>Option 2: Should the site be classified as a dolomitic site, submit peer reviewed report with recommendation(s) on further dolomite stability investigation study objectives.</p>	20
	TOTAL:	100

C2.1.3.2 C) Interim Remuneration: Emergency Design Level Dolomite Stability Investigations:

C1) Interim remuneration applicable to Emergency Design Level Dolomite Stability Investigations, Inherent Hazard Class zoning and DRMP:

Note: This item is only applicable to developed or undeveloped sites/properties, located on identified dolomite land, as reflected upon per Bill 2: Bill #2.2 Services:

C2) Interim remuneration, applicable to C2.2.2 Activity Schedule C2.2.2 Activity Schedule, for Outcomes Based Services listed in C2.2.2.3: Bill 2: Bill #2.2 may be claimed as a percentage of the total (all inclusive) Lump Sum tendered price, for each site/property instructed to be investigated by WO.

C3) Permissible interim remuneration percentages applicable to Specified Outcome Based Services for Emergency Design Level Dolomite Stability Investigations:

Item	Verifiable Specified Outcome Based Target Milestone event/activity per site/property:	% of tendered price payable
a)	Source any and all relevant records, orthophotos, surveyor general information, maps, drawings (if applicable), etc., for desktop study of the designated site/property. Physical site visit and inspection to assess local site conditions and geological features, performed by Competent Person (dolomite land): Compilation of systematic portfolio of surveillance photographs and a written report about site observations. All relevant information/reference(s) shall be compiled/indexed in hard copy format, uniquely referenced as a preliminary report, which is intended to be used for further planning purposes.	12
b)	Plan and perform gravity survey, analyse results, render all required input in acceptable format, to the Competent Person (dolomitic areas), in hard copy and electronic version. Uniquely referenced hard copy of report/data must be submitted to the Department.	18
c)	On-site setting out of boreholes, drilling exploratory boreholes, site supervision/attendance by Geologist; recovery, analysis, recording & logging borehole profiles, assessment of borehole samples, and other pertinent drilling parameters, recording of borehole positions (with coordinates), backfilling of boreholes, etc. Submit site locality layout with borehole positions, submit authenticated borehole log sheets uniquely referenced, in bound report format, to Department.	50
d)	Render requisite peer reviewed reports to specified standard to Department, complete with associated Dolomite Status Certificate.	20
TOTAL:		100

C2.1.3.2 D) Interim Remuneration: Emergency Building(s) Footprint Dolomite Stability Investigation(s):

D1) Interim remuneration applicable to Emergency Building Footprint Dolomite Stability Investigation(s), Land Utilization Zoning and DRMP: Note: This item is only applicable to undeveloped sites/properties, located on identified dolomite land, as reflected upon per Bill #2: Bill #2.3 Services:

D2) Interim remuneration, applicable to C2.2.2 Activity Schedule for Outcomes Based Services listed in C2.2.2.4: Bill 2: Bill #2.3 may be claimed as a percentage of the total (all inclusive) Lump Sum tendered price, for each site/property instructed to be investigated by WO.

D3) Permissible interim remuneration percentages applicable to Specified Outcome Based Services for Emergency Footprint Dolomite Stability Investigations:

Item	Verifiable Specified Outcome Based Target Milestone event/activity per site/property:	% payable
a)	Desktop study/analysis of available Design Level Dolomite Stability Investigation(s), land utilization and monitoring reports. Plan and perform micro gravity survey, physical site visit by Competent Person (Dolomite land), analyse results, determine positions of new boreholes, render all required input in acceptable format, uniquely referenced, with hard copy documentation to the Department.	20
b)	On-site setting out of boreholes, drilling exploratory boreholes, site supervision/attendance by Geologist; recovery, analysis, recording & logging borehole profiles, assessment of borehole samples, and other pertinent drilling parameters, recording of borehole positions	60

	(with coordinates), backfilling of boreholes, etc. Submit site locality layout with plotted borehole positions, submit authenticated borehole log sheets, uniquely referenced, in bound report format, to Department.	
c)	Render requisite peer reviewed reports to specified standard to Department, complete with associated Dolomite Status Certificate.	20
	TOTAL:	100

C2.1.3.2 E) Interim Remuneration: Water Auditing Initiative (WAI):

E1) Interim payments applicable to Bill #3 Outcomes Based Services for Water Auditing Initiative (WAI):

E2) Reference shall be made to C3.3.3 Services rendered will be compensated as per the tabulated details in E3) hereunder.

E3) Interim payments for Outcomes Based Services listed in C2.2.2 Activity Schedule, C2.2.2.5, Bill #3 Services, may be claimed as a percentage of the total (all inclusive) Lump Sum tendered price, for any one or any grouping of Water Auditing Properties (WAP) instructed by the PM be investigated by WO..

E4) Work Breakdown Structure Table: Water Auditing Property Investigation Services;

Item	Verifiable Specified Outcome Based Target Milestone event/activity per each WAP:	% payable
a)	Monthly Water Audit: Readings taken at identified WAZ property: (Note: Interim payment applicable over contract period)	50
b)	Water Demand (consumption) Analysis - Theoretical	15
c)	Site Analysis:	10
d)	Water Distribution Network Analysis:	10
e)	Statistical Anomalies and Reporting	15
	Total:	100

C2.1.4 SPECIFIC TENDER AND PRICING INSTRUCTIONS APPLICABLE TO TIME AND COST BASED FEES SERVICES:

Application:

For WO's specifically instructed to be performed at Time and Cost Based Fees Services Rate(s), the following rules/requirements apply:

C2.1.4.1 Fees for work done under a time based fee:

Tendering Service Providers shall tender all inclusive* Rates for itemised Time and Cost Based Fees Services listed in Activity Schedule C2.2.3 (only applicable if the basis of remuneration has been set at "Time and Cost Based Fees Services" in C2.1.1.1). The principles as described in clauses 4.4 (1), (2) and (3) of the 2016 NDPW - Scope of Engineering Services and Tariff of Fees, excepting that the rates referred to in clause 4.4 (3) shall be replaced by the various rates per hour tendered for the various categories in C2.2.3 Activity Schedule for Time Based Fees, column (e). These various rates will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.

The tendering Service Provider's attention is drawn to the following:

Note 1: The term* "all inclusive", in the context of this tender, is defined in C2.1.3.1 and C2.1.4.6.

Note 2: Price Adjustment provisions apply to tendered hourly Time and Cost Based Fees Rates for Key Persons (Bill #5). Refer to C2.1.2.22.

C2.1.4.2 The various categories referred to in C2.2.3 Activity Schedule for Time Based Fees, are the categories described in clauses 4.4 (2) of the 2016 NDPW - Scope of Engineering Services and Tariff of Fees.

The Time and Cost Based Fees Services categories as listed in C2.2.3 have been aligned to and shall be applicable for the identified Key Persons mentioned in C1.2.3, clause 7.1.2. Whenever a WO is issued by the PM to the Service Provider, the Project Principal shall, in consultation and collaboration with the PM, nominate appropriate Key Persons required to execute/perform each WO instruction issued.

C2.1.4.3 Work will be remunerated for at the category level in which it falls as defined in C2.1.4.2 above, irrespective of whether the person who in fact had executed the work functions at a higher category of responsibility and competence.

Remuneration for WO's instructed to be performed on Time and Cost Based Fees Rates, in undertaking Specialist Engineering and Geotechnical Services (Bill #4 and Bill #5 referenced items), will be remunerated at tendered all inclusive Time and Cost Based Fees Rates. The Service Provider's cost estimate for each WO instructed Time and Cost Based Fees Service, (contained in each WO specific PEP), shall be based upon the estimated hours for the various identified Key Persons, multiplied by different tendered Rates (at Bill #5 item rates), plus the various recommended entities/equipment items proposed to be utilized (at Bill #4 item rates). The actual remuneration of the Service Provider (per each specific WO instructed), will be based on actual hours spent by deployed Key Persons at tendered rates, plus the actual work undertaken by entities/equipment, at tendered Rates, on the specific proviso that the latter amount (actual work undertaken) shall not exceed the former amount (approved WO estimate), unless timely authorized by the PM before the WO is completed. Reference shall be made to C2.1.4. C3.2.3, C3.3.4 and C3.3.5

C2.1.4.4 Upon submission of claims for payment of WO performed Time and Cost Based Fees Services, the Service Provider shall submit Service Provider management authenticated copies of time sheets, giving abbreviated particulars of work done, date of execution, time duration, travelling particulars, etc., with each fee account, in a format acceptable to the PM See C3.3.4 and C3.3.5.

C2.1.4.5 Additional Assignment Services:

A) The PM may instruct WO's for Additional Assignment Services to be performed on Time and Cost Based Fees basis, which may be marginally beyond the scope of work required in this Contract. Such additional assignment Services shall generally be within the competency of Key Persons of the Tendering Service Provider, which may include, but not be limited to:

- Contract related Specialist Services (generally advisory in substance)
- Professional consulting & supporting function(s), amongst others review of dolomite design reports, attendance at meetings o.b.o. the PM, etc.
- Medium Term Expenditure Framework (MTEF) budgeting for Dolomite projects, project administration, project prioritization, etc.
- Assist PM with dolomite training and presentation events.
- Perform independent quality assurance control tests on DPW DRMS contracts.
- Prepare and Develop detailed Dolomite Risk Management Plans (DRMP's).

B) All additional assignment services will be instructed by the PM by means of a WO, which Services will be remunerated at all inclusive tendered Time and Cost Based Fees rates, according to requirements set out herein. The level of expertise necessary for such additional work/assignments by Key Persons shall be concomitant with the WO specified Services required, and payment thereof will be done at Tendered Rates.

C) WO's issued in connection with Ground Hazard Incidents (GHI) and Emergency Event Incidents (EEI) do not require the submission of a WO specific PEP per case (as PEP agreed provisions applies). See C1.2.2, Clause 3.15.

D) Key Persons as are selected/designated to undertake requisite Services, as instructed per WO by the PM, shall be discussed/agreed upon between the PM and the Project Principal. The Project Principal shall, under such direction, be obliged to submit a formal WO specific PEP for consideration/approval by the PM, providing amongst others, an estimated cost breakdown of the particulars of the WO requirements, a schedule of Time Based Fees (required to perform the necessary Services), complete with a target milestone program of events/activities. The estimated WO budget cost will serve as an upper maximum certifiable cost limit, which should not be exceeded without prior formal approval by the PM. Should it be foreseen by the Service Provider that a cost overrun is likely, such must be timeously reported to the PM, complete with a written motivation accompanying such notification. The Key Person's time and cost required to prepare the WO specific PEP will be remunerated at Time and Cost Based Fees rates, which must be separately itemized.

E) IMPORTANT NOTE: The estimated cost of any WO involving Time and Cost Based Fees Services must be approved in writing by the PM, before commencement/execution. **Any additional Service(s) deemed necessary during the execution of work thus instructed, and which has its origin with the Service Provider, shall be timeously and properly described/motivated/submitted for consideration by the PM for approval (in writing), prior to commencement/execution thereof, failing which, the cost of same shall be borne by the Service Provider.**

C2.1.4.6 Hourly rates tendered for Key Persons time shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.4.7 The Service Provider Project Principal must at all times be available on call, 24/7/365, such that it is possible for the PM to contact him, as and when required. Tendered rates must accommodate this specific requirement, and no overtime or after hour rates shall apply. See also particular details recorded in C3.3.1 and C3.3.5

C2.1.4.8 **Typing, printing and duplicating work and forwarding expenses:**

Important: This item is applicable only to written WO's issued by the PM, which specifically makes reference for such Services to be performed on (tendered) Time and Cost Based Fees Services Rates. Reference in this regard is made to Bill #5 Services. See Appendix A.

C2.1.4.8.1 Reimbursable rates:

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Department's Website: <http://www.publicworks.gov.za/>, under "Documents"; "Consultants Guidelines"; Item 1.

C2.1.4.8.2 Typing and duplicating:

If the Service Provider cannot undertake the work himself, he may have it done by another Service Provider, which specialises in this type of work and it shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, EEI and GHI, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

IMPORTANT NOTE: The cost of typing letters, correspondence (to the PM) and letter reports shall be deemed included in Time and Cost Based Fees tendered Rates for Bill #5 Services.

C2.1.4.8.3 Drawing duplication

- a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed or may be claimed according to the provisions as in (b) or (c) below.
- b) If the Service Provider undertakes the duplication of drawings using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.
- c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.
- d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are deemed to be included in the tendered fees and will not be reimbursed separately.

C2.1.4.8.4 Forwarding charges

- a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Department will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.
- b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc., are deemed to be included in Time and Cost Based Fees Services rates tendered.

C2.1.4.9 Travelling and subsistence arrangements and tariffs of charges:

Notwithstanding the ruling in C2.1.2.4 above (regarding disbursements and travelling expenses which will not be paid separately), when the Service Provider is requested in writing by or obtained prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated according to the provisions under C2.1.4.1 to C2.1.4.5 herein.

C2.1.4.9.1 General:

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

IMPORTANT NOTE: Where journeys and resultant travelling costs are in the PM's opinion related to a Service Provider's underperformance or failure in terms of the requirements of this Contract, namely to properly document and/or co-ordinate working arrangements, and/or to manage contract Specified Outcomes requirements diligently, claims for travelling time and cost(s) will not be considered for payment by the Department.

This item only applies to WO's instructed in writing by the PM, for Time and Cost Based Fees Services, which Services must be provided at properties owned by or identified for purchase/lease by the National Department of Public Works, anywhere in any of the dolomite affected provinces in the RSA. It is an implied term of this contract that such assignments must be promptly attended to with due diligence by the Service Provider.

WO's instructed by the PM involving Time and Cost Based Fees Services, which requires travelling by the Service Provider, are typically those instruction(s) whereby EEI's, GHI's or Additional Assignment Services (described in C2.1.4.5), are to be investigated/attended, which specifically makes reference for such Service(s) to be performed on a Time and Cost Based Fees terms.

Note: EEI events may be verbally instructed by the PM, which should be reduced to writing by the PM, subsequent to the event (though soon thereafter), all as described in C3.3.5.1 B).

C2.1.4.9.2 Travelling time

Fees for travelling time are as set out in Table 8 in the "Rates for Reimbursable Expenses".

Fees are payable for travelling time at the tariff, as set out in C2.1.3.5 Time charges for work done under a value based fee. Travelling time will be fully reimbursed.

C2.1.4.9.3 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.4.9.4 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.4.10 Subsistence Arrangements and Tariffs of Charges for Time and Cost Based Fees Services:

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.1.5 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other project.

C2.2 C2.2 ACTIVITY SCHEDULE(S)

C2.2.1 Activities

C2.2.1.1 Services required are Outcome Based Services and Time and Cost Based Fees Services.

C2.2.1.2 Scope of Services required are specified in C3, which requirements must be read in conjunction with relevant/applicable payment provisions in C2.

C2.2.1.3 Tendering Service Provider's shall make provision for and tender all inclusive Rates for Services required and specified in C3 Scope of Services and priced in Bill #1 to Bill #5.

REFERENCE CLARIFICATION:

C2.2.2: OUTCOMES BASED SERVICES; BILL #1, BILL #2 AND BILL #3

C2.2.3: TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5.

**C2.2.2: ACTIVITY SCHEDULE FOR OUTCOMES BASED
SERVICES:**

BILL #1, BILL #2, BILL #3.

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES:						
INSURANCE REQUIREMENTS:						
C2.2.2.1: SPECIAL HIGH RISK CONTRACT INSURANCE REQUIREMENTS:						
BILL #1 SERVICES:						
ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE / UNIT	AMOUNT
#1.1	C2.1, C2.1.2, C2.1.2.21.3 C2.1.3.2 A) C3.2.3, C3.3.3.3	Special High Risk Contract Insurance requirements:	All-inclusive item	1	Lump Sum	R.....
Tenderer's Financial Offer for C2.2.2.1 for Bill #1 Services:		Amount Carried Over To Bill Cost Summary Table C2.2.2	Sub-total			R.....

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES

AD-HOC EMERGENCY DOLOMITE STABILITY INVESTIGATIONS AND WATER AUDITING INITIATIVE:

C2.2.2.2: EMERGENCY DOLOMITE INCIDENCE DETERMINATION WITHIN THE 4 (FOUR) KILOMETER DOLOMITE BUFFER ZONE:

BILL #2: BILL #2.1 SERVICES:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#2.1	C2.1.2, C2.1.3, C2.1.3.1, C2.1.3.2 C2.3.1.2 A) & B) C3.2, C3.3, C3.3.2	Emergency Feasibility-level Dolomite Stability Investigations (DSI) to determine Dolomite Incidence: Determination of the incidence of dolomite on any instructed site/property within the 4,0 km dolomite buffer zone, in any of the dolomite affected provinces in SA. Feasibility-level DSI's shall be performed in accordance with amongst other SANS 1936, part 2, Clause 4.2, read with cited PRICING INSTRUCTIONS AND SPECIFICATIONS REFERENCE requirements, with 3 (three) boreholes per site. The requisite works/activities are as per Bill items listed hereunder:	-	-	-	-
#2.1a)	As above, C2.1.3.2 B), C3.2.3.1 & 2, C3.3.2.1	Site-Specific Activity: Undeveloped site: Land extent ≤ 2,0 ha; Complete site/property investigation, including close-out report and No Dolomite Status Certificate (NDSC) submitted to the PM;	Lump Sum/ Site	2	R.....	R.....
#2.1b)	As above, C2.1.2.21.2 C2.1.3.2 B), C3.2.3.3 C3.3.2.1 C)	Site-Specific Activity: Developed site: land extent ≤ 1,0 ha; Complete site investigation, including close-out report, with a No Dolomite Status Certificate (NDSC) submitted to PM;	Lump Sum/ Site	3	R.....	R.....
#2.1c)	As above, C.2.1.4.9 C3.3.2 C3.3.2 D) C3.3.2.1 A) & C)	Site-Variable Activities: Single item travelling expenses kilometer rate (cumulative summation) for Exploratory Drilling Service Entity, complete with its Operational and Supervisory personnel, inclusive of travelling distance, travelling and accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc., to reach, work at and return for each WO instructed site investigated.	km	8500	R	R.....
Tenderer's Financial Offer for C2.2.2.2 for Bill #2.1 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2			Sub-total	R

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES:

AD-HOC EMERGENCY DOLOMITE STABILITY INVESTIGATIONS AND WATER AUDITING INITIATIVE:

C2.2.2.3: EMERGENCY DESIGN LEVEL DOLOMITE STABILITY INVESTIGATIONS (DSI), INCLUDING INHERENT HAZARD CHARACTERIZATION (IHC), LAND UTILIZATION APPRAISAL, DOLOMITE AREA DESIGNATION AND DOLOMITE RISK MANAGEMENT PLANS (DRMP), FOR SITES/PROPERTIES LOCATED ON DOLOMITE FORMATION:

BILL 2: BILL #2.2 SERVICES:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#2.2	C2.1.2, C2.1.3, C2.3.1.2 A) & C) C3.2, C3.3, C3.3.2	EMERGENCY AND AD-HOC DESIGN LEVEL DOLOMITE STABILITY INVESTIGATIONS (DSI), INCLUDING INHERENT HAZARD CHARACTERIZATION (IHC), LAND UTILIZATION APPRAISAL, DOLOMITE AREA DESIGNATION AND DOLOMITE RISK MANAGEMENT PLANS (DRMP), FOR SITES/PROPERTIES LOCATED ON DOLOMITE FORMATION: Design level DSI's shall be performed in accordance with amongst other SANS 1936, part 2, Clause 4.3, read with cited PRICING INSTRUCTIONS AND SPECIFICATION reference requirements, with the minimum number of boreholes as per Clause 4.2.3, Table 1. The requisite works/activities are as per Bill items listed hereunder:	-	-	-	-
#2.2a)	As above, C3.3.2.2, C3.3.2.2 C)	Site-Specific Activities: Undeveloped site/property: Land extent ≤ 1,0 ha; Execute and deliver Specified Outcomes, incl. of peer review(s) on all reports/ documents referenced above.	Lump sum/site	2	R.....	R.....
#2.2b)	As above	Extra over #2.2 a): up to 2,0 ha in extent:	Lump sum/site	1	R.....	R.....
#2.2c)	As above	Extra over #2.2 a): up to 3,0 ha in extent:	Lump sum/site	1	R.....	R.....
#2.2d)	As above	Extra over #2.2 a): up to 4,0 ha in extent:	Lump sum/site	2	R.....	R.....
#2.2e)	As above	Extra over #2.2 a): up to 5,0 ha in extent:	Lump sum/site	1	R.....	R.....
#2.2 f)	As above	Site-Specific Activities: ++Developed site; Land extent ≤ 1,0 ha; Execute and deliver Specified Outcomes, incl. of peer reviews on all reports/ documents referenced above.	Lump sum/site	2	R.....	R.....
#2.2 g)	As above	Extra over #2.2f): up to 2,0 ha in extent:	Lump sum/site	1	R.....	R.....
#2.2 h)	As above	Extra over #2.2f): up to 3,0 ha in extent:	Lump sum/site	1	R.....	R.....
Sub-total carried over to next page:					C/0	R

NOTE 1: Should additional boreholes be required to be drilled when the drilling entity is on site, remuneration will be in accordance with relevant items under Bill #4.3 Services

NOTE 2: ++Developed site means computed land surface area from cadastral boundaries of the site investigated.

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES:

EMERGENCY AND AD-HOC DOLOMITE STABILITY INVESTIGATIONS AND WATER AUDITING INITIATIVE:

C2.2.2.3: EMERGENCY DESIGN LEVEL DOLOMITE STABILITY INVESTIGATIONS (DSI), INCLUDING INHERENT HAZARD CHARACTERIZATION (IHC), LAND UTILIZATION APPRAISAL, DOLOMITE AREA DESIGNATION AND DOLOMITE RISK MANAGEMENT PLANS (DRMP), FOR SITES/ PROPERTIES LOCATED ON DOLOMITE FORMATION:

BILL 2: BILL #2.2 SERVICES (CONTINUED):

ITEM REFER-ENCE	PRICING INSTRUCTIONS/ SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUAN-TITY	RATE/ UNIT	AMOUNT
Sub-total carried over from previous page:					C/0	R.....
#2.2 i)	As above, C3.3.2 D) C3.3.2.2 C)	Site-Variable Activities: Single item travelling expenses kilometer rate (cumulative summation) for Exploratory Drilling Service Entity, complete with its Operational and Supervisory personnel, inclusive of travelling distance, travelling and accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc., to reach, work at and return for each WO instructed site investigated:	km	26 000	R.....	R.....
Tenderer's Financial Offer for C2.2.2.3 for Bill #2.2 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2	Sub-total		R	

NOTE 1: Should additional boreholes be required to be drilled when the drilling entity is on site, remuneration will be in accordance with relevant items under Bill #4.3 Services

NOTE 2: ++Developed site means computed land surface area from cadastral boundaries of the site investigated.

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES:						
AD-HOC EMERGENCY DOLOMITE STABILITY INVESTIGATIONS AND WATER AUDITING INITIATIVE:						
C2.2.2.4: EMERGENCY DOLOMITE FOOTPRINT STABILITY INVESTIGATIONS, CONFIRMATION OF INHERENT HAZARD CHARACTERIZATION (IHC) AND DOLOMITE RISK MANAGEMENT PLANS:						
BILL 2: BILL #2.3 SERVICES:						
ITEM REFERENCE	PRICING INSTRUCTIONS/ SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#2.3	C2.1.2, C2.1.3, C2.1.3.2 A) & D) C3.2.1, C3.2.2, C3.2, C3.3 C3.3.2	EMERGENCY FOOTPRINT DOLOMITE STABILITY INVESTIGATIONS (FDSI), CONFIRMATION OF INHERENT HAZARD CLASS (IHC), DOLOMITE AREA DESIGNATION AND PREPARATION OF FORMAL DOLOMITE RISK MANAGEMENT PLANS (DRMP): FDSI's shall be performed in accordance with amongst other SANS 1936, part 2, Clause 4.3, read with cited PRICING INSTRUCTIONS AND SPECIFICATION REFERENCE requirements, with the minimum number of boreholes as per Clause 4.2.3, Table 1. The requisite works/activities are as per Bill items listed hereunder:	-	-	-	-
#2.3a)	As above, C3.3.2.3 C)	Site Specific Activities: Construction Area measuring a development footprint** area in extent up to 2500 m ² :	Lump sum/site	2	R.....	R.....
#2.3b)	As above	Extra over footprint*** area in #2.3a), up to max. of 5000 m ² :	Lump sum/site	1	R.....	R.....
#2.3c)	As above	Extra over footprint*** area in #2.3a), up to max. of 1,0 ha:	Lump sum/site	1	R.....	R.....
#2.3d)	As above, C3.3.2.3 C) C3.3.2 D)	Site-Variable Activities: Single item travelling expenses kilometer rate (cumulative summation) for Exploratory Drilling Service Entity, complete with its Operational and Supervisory personnel, inclusive of travelling distance, travelling and accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc., to reach, work at and return for each WO instructed site investigated:	km	4500	R.....	R.....
Tenderer's Financial Offer for C2.2.2.4 for Bill #2.3 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2			Sub-total	R.....

NOTE*:** Development footprint area = area computed from building/ structure/facility footprint dimensions, plus 10m in any direction on plan.

C2.2.2: ACTIVITY SCHEDULE FOR BILL #1, BILL #2 AND BILL #3: OUTCOME BASED SERVICES:

AD-HOC EMERGENCY DOLOMITE STABILITY INVESTIGATIONS AND WATER AUDITING INITIATIVE:

C2.2.2.5: WATER AUDITING INITIATIVE (WAI) IN SUPPORT OF DOLOMITE RISK MITIGATION RESEARCH.

BILL # 3 SERVICES:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	WAZ DEVELOPED FOOTPRINT AREA (ha)	WAZ NUMBER OF BUILDINGS (no.)	RATE/IDENTIFIED SITE	AMOUNT
#3	C3.3.3	Site Description:	-	-	-	-
#3WAZ.01	C3.3.3.8	NDPW Property(ies) RSA	50	1000	Lump sum	R
#3WAZ.add. Land	C3.3.3.8	WAZ Land Parcel Variance(s)	per 1,0 ha (+ or -)	-	R	R.....
#3WAZ.add. Buildings	C3.3.3.8	WAZ Additional Buildings/Structures	-	per group of 10 (+ or -)	R	R.....
Tenderer's Financial Offer for C2.2.2.5 for Bill #3 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2		Sub-total		R

Note: All work performed under Bill #3 Services shall be subject to Project Principal's oversight and review, complete with sign-off for each of the WO instructed WAP.

C2.2.2 ACTIVITY SCHEDULE SUMMARY TABLE: FINANCIAL OFFER BY TENDERER FOR ACTIVITIES INCLUDED IN BILL #1, BILL#2 AND BILL #3 SERVICES:

ITEM	DESCRIPTION	AMOUNT
C2.2.2.1	TENDERER'S FINANCIAL OFFER FOR BILL #1 SERVICES	R
C2.2.2.2	TENDERER'S FINANCIAL OFFER FOR BILL #2.1 SERVICES	R
C2.2.2.3	TENDERER'S FINANCIAL OFFER FOR BILL #2.2 SERVICES	R
C2.2.2.4	TENDERER'S FINANCIAL OFFER FOR BILL #2.3 SERVICES	R
C2.2.2.5	TENDERER'S FINANCIAL OFFER FOR BILL #3 SERVICES	R
C2.2.2	TOTAL FINANCIAL OFFER BY TENDERER FOR BILL #1 to # BILL #3 SERVICES: (AMOUNT CARRIED OVER TO C2.2.4 "TOTAL FINANCIAL OFFER BY TENDERER: BILL ITEM SUMMARY TABLE C2.2.4"):	R

IMPORTANT NOTES:

- 1 Value Added Tax (VAT) applies to this contract. See C2.2.4
- 2 Total Financial Offer by Tenderer for C2.2.2, Bills #1 to #3 Services, must be carried over to C2.2.4.

**C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST
 BASED FEES SERVICES:**

BILL #4 AND BILL #5.

C2.2.3 ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-SCIENTIFIC AND GEO-PHYSICAL DOLOMITE SITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.1: ADDITIONAL EMERGENCY DOLOMITE EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INTERVENTIONS: GRAVITY AND MICRO GRAVITY SERVICES

BILL #4: BILL #4.1 & BILL #4.2:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#4.1	C2.1.2, C2.1.3, C2.1.4, C3.2, C3.3.4 C3.3.4.1	Bill #4.1 Services*: Additional Emergency Gravity surveys: General requirements/allowances:				
#4.1a)	As above, C3.4.4, C3.3.4.1 A) & B) C3.3.4.1 D)	Site-Specific Activities: Execution of on-site emergency additional gravity survey work (30mx30m grid) at developed sites/ properties, in accordance with cited specifications and Specified Outcomes:	Station	1000	R	R.....
#4.1b)	As above	Execution of on-site additional gravity survey work (30mx30m grid) at un-developed sites/ properties, in accordance with cited specifications and Specified Outcomes:	Station	1200	R.....	R.....
#4.1 c)	As above, C2.1.4.9, C3.3.2 D) C3.3.4.1 A), C) & D),	Site-Variable Activities: All inclusive Site-Variable kilometer rate for Gravity survey entity travelling, incl. travelling time of Geo-professional(s), disbursements, subsistence etc., inclusive of support personnel, (if required), per each WO instructed site investigation.	km	4000	R.....	R.....
#4.2	C2.1.2, C2.1.3, C2.1.4, C3.2, C3.3.4 C3.3.4.2	Bill #4.2 Services*: Additional Emergency Micro Gravity Surveys: General requirements/allowances:				
#4.2a)	As above, C3.3.4.2 A) & B) C3.3.4.2 D)	Site-Specific Activities: Execution of on-site additional micro gravity survey work (10mx10m grid), in densely populated developed areas, in accordance with cited specifications and Specified Outcomes:	stations	1600	R.....	R.....
#4.2b)	As above, C2.1.4.9 C3.3.2 D), C3.3.4.2 A), C) & D)	Site-Variable Requirements: All inclusive Site-Variable kilometer rate for Micro-gravity service entity travelling, including travelling time of Geo-professional(s), disbursements, subsistence etc., complete with its Operational, Supervisory and support personnel, per each WO instructed site investigation.	km	4000	R.....	R.....
Tenderer's Financial Offer for C2.2.3.1 for Bill #4.1 and Bill #4.2 Services		Amount Carried Over To Bill Cost Summary Table C2.2.3			Sub-total	R

***IMPORTANT NOTE:** Bill items #4.1a), b) and c) above will be the subject of a CASE 3 penalty, which will be applied when the designated sub-contracting entity takes more the 72 (seventy two) hours to reach and perform GHI or EEI instructed Bill #4 investigation Services. Reference is made to C3.2.2.4.4 C).

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.2: ADDITIONAL EMERGENCY EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INTERVENTIONS: EXPLORATORY DRILLING SERVICES

BILL #4: BILL #4.3:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#4.3	C2.1.2, C2.1.3, C2.1.4, C3.2.2, C3.2.3, C3.3.4 C3.3.4.3	Bill #4.3 Services*: Additional Emergency Geological Exploration work by means of Borehole drilling/ logging/ testing & backfilling:				
#4.3a)	As above, C3.3.4.3 A) & B) C3.3.4.3 D)	Site-Specific requirements*: On-the-site establishment and de-establishment from any WO instructed site, including setting up on any number of boreholes on the same site.	site	15	R	R
#4.3b)	As above, C3.3.4.3 A) & B) C3.3.4.3 D)	Drill through any material up to a maximum depth of 30 m, measured from ground surface, complete with backfilling of borehole	m	2500	R.....	R
#4.3c)	As above, C3.3.4.3 A) & B) C3.3.4.3 D)	Drill deeper through any material from a depth of 30m up to 60 m (measured from ground surface), complete with backfilling of borehole	m	1500	R.....	R
#4.3d)	As above, C3.3.4.3 A) & B) C3.3.4.3 D)	Drill deeper through any material from a depth of 60m up to 100 m (measured from ground surface), complete with backfilling of borehole	m	500	R.....	R
#4.3e)	As above, C3.3.4.3 A) & B) C3.3.4.3 D)	Install borehole casing if required; only by authorization of the Geologist or the Competent Person (dolomite land).	m	200	R.....	R
#4.3f)	As in #4.3 above, C3.3.4.3 C) C3.3.2 D)	Site-Variable Activities*: Single item travelling expenses kilometer rate (cumulative summation) for emergency additional Exploratory Drilling Service Entity , complete with its Operational and Supervisory personnel, inclusive of travelling distance, travelling and accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc., to reach, work at and return for each WO instructed site investigated:	km	7000	R.....	R
Tenderer's Financial Offer for C2.2.3.2 for Bill #4.3 Services		Amount Carried Over To Bill Cost Summary Table C2.2.3			Sub-total	R

***IMPORTANT NOTE:** Bill items #4.3a) to #4.3f) above will be the subject of a CASE 3 penalty, which will be applied when the designated sub-contracting entity takes more the 72 (seventy two) hours to reach and perform GHI or EEI instructed Bill #4 investigation Services. Reference is made to C3.2.2.4.4 C).

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.3: ADDITIONAL EMERGENCY EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INTERVENTIONS: ADDITIONAL GEOLOGICAL EXPLORATION WORK BY MEANS OF TEST PITTING WITH TLB, DPSH AND LABORATORY TESTING:

BILL #4: BILL #4.4

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#4.4	C2.1.2, C2.1.3, C2.1.4, C3.2.2, C3.2.3, C3.3.4	Bill Item #4.4 Services: Additional Emergency Geological Exploration work by means of test pitting with TLB, DPSH and laboratory testing:				
#4.4a)	C3.3.3.4 A) & B)	Site-Specific requirements: On-the-site establishment of TLB to and de-establishment from any WO instructed site.	Site	12	R.....	R.....
#4.4b)	As above	Site Specific Activity: Excavation of test pits to refusal or maximum reach of TLB and backfilling after completion of soil profiling and sampling.	Day	20	R.....	R.....
#4.4c)	As above	Site Specific Activity: Onsite recovery and submission of soil samples to SANAS accredited soil testing facility to perform the following tests: (i) Foundation indicator (grading to 0,002mm and Atterberg Limits). (ii) Modified AASHTO maximum dry density and optimum moisture content (iii) CBR (Mod. AASHTO, NRB and Proctor compactive efforts) (iv) Oedometer	No	40	R.....	R.....
			No	30	R.....	R.....
			No	30	R.....	R.....
			No	10	R.....	R.....
#4.4d)	As above	Site Specific Activity: Establishment of DPSH equipment to and from WO instructed site, perform DPSH tests to refusal depth and record test data	Day	10	R.....	R.....
#4.4e)	As above, C3.3.2 D) C3.3.4.4 C) C3.3.4.4 D)	Site-Variable Activities: (i) Single item travelling expenses kilometre rate (cumulative summation) for TLB Service Provider , complete with operator and fuel supply, including travelling distance, accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc. to reach, work at and return for each WO instructed site investigated. (ii) Single item travelling expenses kilometre rate (cumulative summation) for DPSH Service Provider , complete with operational and supervisory personnel, inclusive of travelling distance, accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc. to reach, work at and return for each WO instructed site investigated.	km	1500	R.....	R.....
			km	2500	R.....	R.....
Tenderer's Financial Offer for C2.2.3.3 for Bill #4.4 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2			Sub-total	R.....

IMPORTANT NOTE: Bill items #4.3a) to #4.3e) above will be the subject of a CASE 3 penalty, which will be applied when the designated sub-contracting entity takes more the 72 (seventy two) hours to reach and perform GHI or EEI instructed Bill #4 Investigation Services. Reference is made to C3.2.2.4.4 C).

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.4: EMERGENCY EXPLORATORY GEOHYDROLOGICAL SERVICES FOR AUGMENTATION OF WATER SUPPLY

BILL #4: BILL #4.5

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#4.5	C2.1.2, C2.1.3, C2.1.4, C3.2.2, C3.2.3, C3.3.4, C3.3.4.5	<u>Bill Item #4.5 Services: Emergency Exploratory Geohydrological Services for Augmentation of Water Supply</u>				
#4.5a)	C3.3.3.4 A) & B)	<p><u>Site-specific Activities:</u></p> <p><u>Geophysical Surveys:</u></p> <p>General requirements/allowances</p> <p>(i) Magnetic surveys: Execution of on-site magnetic surveys at any site, according to cited specifications and specified outcomes, including establishment and disestablishment of all equipment;</p> <p>(ii) Electro-magnetic vertical and horizontal loop surveys at any site according to cited specifications and outcomes, including establishment and disestablishment of all equipment;</p> <p>(iii) Electric resistivity surveys at any site according to cited specifications and outcomes, including establishment and disestablishment of all equipment.</p> <p>(vi) Geophysical Survey Report Prepare complete interpretive geophysical survey report with site layout drawings, survey traverses and proposed drill site locations indicated and properly motivated</p>	m	600		
			m	600		
			m	600		
			Site	1		
#4.5b)	As above	<p><u>Borehole Drilling:</u></p> <p>General requirements/allowances</p> <p>Establishment</p> <p>(i) On-the-site establishment and disestablishment of all equipment and personnel, including setting up on any number of boreholes on the same site.</p> <p>Drilling 215mm diameter</p> <p>(ii) Drill through any material up to a maximum depth of 60m measured from ground surface.</p> <p>(iii) Drill deeper through any material from a depth of 60m to 120m (measured from the ground surface).</p>	Site	1		
			m	720		
			m	360		

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.4: EMERGENCY EXPLORATORY GEOHYDROLOGICAL SERVICES FOR AUGMENTATION OF WATER SUPPLY

BILL #4: BILL #4.5 (CONTINUED)

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
		(iv) Install steel slotted/perforated casing, complete with gravel pack into successful holes.	m	90		
		(v) Install steel solid casing, complete with proper sanitary seal into successful holes.	m	450		
		(iv) On completion of drilling of successful holes, develop the holes to flush the hole clean for a duration of at least 1hr and determine the blow yield. (vii) Backfill unsuccessful holes and seal with concrete cap.	No	6		
		(viii) Fit successful holes with a steel standpipe and lockable cap.	No	6		
#4.5c)	As above	<u>Pumping Tests:</u> Establishment (i) On-the-site establishment and disestablishment of all equipment and personnel. Stepped discharge test (ii) Perform the stepped drawdown test in accordance with SANS 10299-4: 2003 (iii) Constant discharge test: 48 hours Perform the constant discharge test for 48 hours in accordance with SANS 10299-4: 2003. (vi) Constant discharge Test: 72 hours Perform the constant discharge test for 72 hours in accordance with SANS 10299-4: 2003. (vii) Recovery Test Perform water level recovery measurements in accordance with SANS 10299-4: 2003	Sum	6		
			No	6		
			No	6		
			No	6		
			hr.	144		
#4.5d)	As above	<u>Water Quality Tests:</u> Take water samples from boreholes in approved water containers, transport and submit water samples to SANAS accredited laboratory for drinking water standard analysis in accordance with SANS 241:2015.	No	6		

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.4: EMERGENCY EXPLORATORY GEOHYDROLOGICAL SERVICES FOR AUGMENTATION OF WATER SUPPLY:

BILL #4: BILL #4.5 (CONTINUED)

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#4.5e)	As above	Pumping Test Analysis Report: Complete report on the pumping test analysis by an approved groundwater test data analyst to interpret the pumping test data, determine sustainable yields, duty cycles and installation guidelines for each tested borehole, including comparison of water quality test results with SANS 241 standards for drinking water.	Site	1		
#4.5f)	As above	Site-Variable Activities				
		(i) All inclusive single item travelling expenses kilometre rate for geophysical survey entity for Geohydrology Services, complete with operational and supervisory personnel, inclusive of travelling distance, accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc. to reach, work at and return to base for each WO instructed site investigated.	km	1600		
		(ii) All inclusive single item travelling expenses kilometre rate for water borehole drilling entity, complete with operational and supervisory personnel, inclusive of travelling distance, accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc. to reach, work at and return to base for each WO instructed site investigated.	km	1600		
		(iii) All inclusive single item travelling expenses kilometer rate for pumptesting entity for Geohydrology Services, complete with operational and supervisory personnel, inclusive of travelling distance, accommodation expenses, travelling time, disbursements, subsistence expenses, toll fees, etc. to reach, work at and return to base for each WO instructed site investigated.	km	1600		
Tenderer's Financial Offer for C2.2.3.3 for Bill #4.5 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2			Sub-total	R

IMPORTANT NOTE: Bill items #4.5a) to #4.5f) above will be the subject of a CASE 3 penalty, which will be applied when the designated sub-contracting entity takes more than 72 (seventy two) hours to reach and perform GHI or EEI instructed Bill #4 investigation Services. Reference is made to C3.2.2.4.C).

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.5: ADDITIONAL TIME AND COST BASED FEES SERVICES FOR KEY PERSONS ATTENDING TO EMERGENCY EVENT INCIDENTS (EEI), DOLOMITE HAZARD INCIDENTS (DHI) AND ANY ADDITIONAL WO ASSIGNMENTS, SUBSISTENCE AND SUNDRY ALLOWANCES:

BILL #5:

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	CATEGORY	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
#5.1	C2.1.2, C2.1.3, C2.1.4, C3.3.2, C3.3.4.1, C3.3.4.2, C3.3.4.3, C3.3.3.4, C3.3.5, C3.3.5.1		Bill #5.1 Emergency Time and Cost Based Fees Services performed by Key Persons: (hourly basis): Time and Cost Based Fees Services performed by the Service Provider upon the issue of a WO by the PM(refer to clause 4.4 (2) of 2016 NDPW - Scope of Engineering Services and Tariff of fees): Note: Bill #5.Services only applies to the investigation of and reporting about dolomite related GHI, EEI cases and Additional Services				
#5.1a)	As above, C3.3.5.1 A), B), C3.3.5.1 C), C3.3.5.1 E)	B	a)Project Principal (as defined in this contract)	hr.	1000	R.....	R.....
#5.1b)		C	b)Competent Person (civil engineering)	hr.	800	R.....	R.....
#5.1c)		C	c)Competent Person (dolomite land)	hr.	2000	R.....	R.....
#5.1d)		C	d)Competent Person (structural engineering)	hr.	300	R.....	R.....
#5.1e)		C	e)Registered Geologist (Pr. Sci.)	hr.	2000	R.....	R.....
#5.1f)		D	f) Civil Engineering Field Technician (Pr. Techni.)	hr.	1000	R.....	R.....
Sub-total c/o to next page						C/0	R.....

C2.2.3: ACTIVITY SCHEDULE FOR TIME AND COST BASED FEES SERVICES: BILL #4 AND BILL #5

ADDITIONAL EMERGENCY AND AD-HOC GEO-PROFESSIONAL AND GEO-PHYSICAL DOLOMITE INVESTIGATION SERVICES, INCLUSIVE OF TIME BASED SERVICES FOR KEY PERSONS AND PEER REVIEWS:

C2.2.3.5: ADDITIONAL SERVICES ATTENDING TO EMERGENCY EVENT INCIDENTS (EEI), DOLOMITE HAZARD INCIDENTS (DHI) AND ANY ADDITIONAL WO ASSIGNMENTS, INCLUSIVE OF TRAVELLING, SUBSISTENCE AND SUNDRY ALLOWANCES:

BILL #5: (CONTINUED):

ITEM REFERENCE	PRICING INSTRUCTIONS/SPECIFICATIONS REFERENCE	ACTIVITY DESCRIPTION	UNIT	QUANTITY	RATE/UNIT	AMOUNT
Sub-total C/O from previous page					C/O	R.....
#5.3	C2.1.4	<u>Provisional Cost Sum :</u>				
#5.3a)	C2.1.2.20 C3.3.5.1E)	Provisional Cost Sum for authorized subsistence recoverable costs:	PC Sum	-	-	R 100,000.00
#5.3b)	C2.1.2.20	Mark-up on above item #5.3a) (max 7.5%)	Percent %	-	R.....
#5.4	C2.1.4	<u>Provisional Cost Sum :</u>				
#5.4a)	C2.1.4.8	Provisional Cost Sum for Authorized recoverable charges for printing & sundry items): Note: Gazetted rates apply, with zero mark-up	PC Sum	-	-	R 100,000.00
#5.5	C2.1.4.	<u>Provisional Cost Sum :</u>				
#5.5a)	C2.1.2.20 C2.1.4.5 C3.3.5.1E)	Dolomite monitoring and risk related mitigation requirements (such as externally acquired equipment, systems, materials etc.), excl. Key Persons input (e.g. time, or travelling), obtained on quotation basis.	PC Sum	-	-	R 800,000.00
#5.5b)	C2.1.2.20	Profit on above item #5.5a) (max 7.5%)	Percent %	-	R.....
Tenderer's Financial Offer for C2.2.3.4 for Bill #5 Services		Amount Carried Over To Bill Cost Summary Table C2.2.2	Sub-total			R

**C2.2.3: ACTIVITY SCHEDULE SUMMARY TABLE:
FINANCIAL OFFER BY TENDERER FOR BILL #4 AND BILL #5 SERVICES:**

ITEM REFER- ENCE	ACTIVITY DESCRIPTION	AMOUNT
C2.2.3.1:	BILL #4.1 AND BILL #4.2: ADDITIONAL DOLOMITE EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INTERVENTIONS: GRAVITY AND MICRO GRAVITY SERVICES:	R
C2.2.3.2:	BILL #4.3: ADDITIONAL EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INTERVENTIONS: EXPLORATORY DRILLING SERVICES:	R
C2.2.3.3	BILL #4.4: ADDITIONAL EXPLORATORY SERVICES IN SUPPORT OF DOLOMITE RISK MITIGATION INVERVENTIONS: ADDITIONAL GEOLOGICAL EXPLORATION WORK BY MEANS OF TESTPITTING WITH TLB, DPSH AND LABORATORY TESTING:	R
C2.2.3.4	BILL #4.5: EMERGENCY EXPLORATORY GEOHYDROLOGICAL SERVICES FOR AUGMENTATION OF WATER SUPPLY	R
C2.2.3.5	BILL #5: ADDITIONAL TIME AND COST BASED FEES SERVICES FOR ATTENDING TO EMERGENCY EVENT INCIDENTS (EEI), DOLOMITE HAZARD INCIDENTS (DHI) AND ANY ADDITIONAL WO ASSIGNMENTS, INCLUSIVE OF TRAVELLING, SUBSISTENCE AND SUNDRY ALLOWANCES:	R
C2.2.3	TOTAL FINANCIAL OFFER BY TENDERER FOR BILL #4 AND BILL #5 (AMOUNT CARRIED OVER TO C2.2.4 (TOTAL FINANCIAL OFFER BY TENDERERE: BILL ITEM SUMMARY TABLE C2.2.4")):	R

IMPORTANT NOTES:

- 1 Value Added Tax (VAT) applies to this contract.
2. Total Financial Offer by Tenderer for C2.2.3, Bill #4 and Bill #5 Services, must be carried over to C2.2.4.

**C2.2.3: TOTAL FINANCIAL OFFER BY TENDERER FOR BILL #1 TO BILL #5 SERVICES (BILL COST SUMMARY TABLE):
FINANCIAL OFFER BY TENDERER FOR BILL #4 ANDBILL #5 SERVICES:**

ACTIVITY SCHEDULE ITEM :	ACTIVITY DESCRIPTION :	TENDERER'S FINANCIAL OFFER:
C2.2.2	BILL #1, BILL #2 AND BILL#3: OUTCOME BASED SERVICES:	R.....
C2.2.3	BILL #4 AND BILL #5:TIME AND COST BASED FEES SERVICES:	R
	SUB-TOTAL:	<u>R.....</u>
CONTRACT PRICE ADJUSTMENT	PROVISIONAL AMOUNT	R 600 000.00
	TENDER SUB-TOTAL:	<u>R.....</u>
VALUE ADDED TAX:	AT STANDARD RATE (= 15 %)	R.....
TOTAL FINANCIAL OFFER BY TENDERER: AMOUNT CARRIED OVER TO C1.1 FORM OF OFFER AND ACCEPTANCE		<u>R.....</u>

NOTES:

- A. "Total Financial Offer by Tenderer" must be carried over to C1.1 Form of Offer and Acceptance: Failure to carry this amount over will render the tender non-responsive.
- B. Value Added Tax (VAT) is applicable to this contract and shall only be added to the appropriate line item above.