

SENQU MUNICIPALITY

**Tender Notice No: 170/ 2017–2018**

**Design, Documentation, Site Supervision of Sterkspruit Driving License Testing Centre**

## **CONTRACT DOCUMENT**

(Based on NEC3 Professional Service Contract)

14<sup>th</sup> September 2017

**Issued by:**

SENQU MUNICIPALITY

19 MURRAY STREET

LADY GREY - 9755

**Contact:**

Name: N. Nkopane

Telephone: 081 870 8388

**Prepared by**

R. CROZIER

DIRECTOR: TECHNICAL SERVICES

R. Crozier

082 748 7859

**Name of Consultant: .....**



## SENQU MUNICIPALITY

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**Design, Documentation, Site Supervision of Sterkspruit  
Driving License Testing Centre**

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## SENQU MUNICIPALITY

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### 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 provision of services as described in Part 1 of the Contract Data.

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 authorised, signing this part of this Form of Offer and Acceptance the tenderer, including the Performance Agreement, offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data and Performance Agreement.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) .....Rand;

R.....(in figures)

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

.....  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

## 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 Consultant 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 Form of Offer and Acceptance and Performance Agreement)
Part C2	Pricing Data
Part C3	Scope of Work

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s)

Name(s)

Capacity

for the Employer (SENQU MUNICIPALITY)

Name & signature of witness

Date: .....

## Schedule of Deviations

1 Subject: Consultant application for increase in amount tendered.

Details: Under the SCM Policy of the Senqu Municipality, additional costs may be claimed by the Consultant, to a maximum of 20% of the tendered accepted offer but only in terms of the Variation Order process of the Senqu Municipality and only on the following basis:

1. Unnecessary time delays by the municipality resulting in exceeding the addition of 3 calendar weeks to the tender period. This will be dealt with on a motivational basis.
2. Necessary unavoidable increased change in the Scope of Work. This will be dealt with on a motivational basis.
3. Changes in the Scope of Work due to changed or new legislation. This will be negotiated on a motivational basis.

2 Subject .....

Details .....

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.....

.....

3 Subject .....

Details .....

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.....

.....

4 Subject .....

Details .....

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.....

5 Subject .....

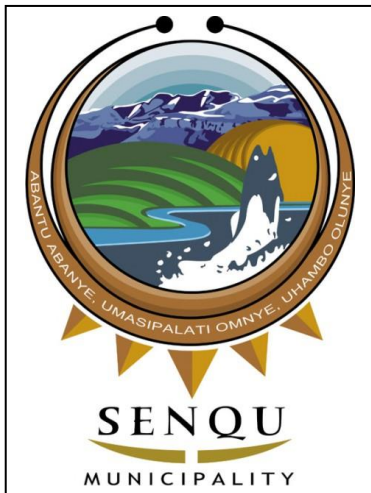
Details .....

.....

.....

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

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



## SENQU MUNICIPALITY

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The Conditions of Contract are the NEC3 Professional Services Contract (Latest Edition) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

## Part one - Data provided by the Employer

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### 1 General

---

The *conditions of contract* are the core clauses and the clauses for main Option:

#### A: Fixed price contract with activity schedule and set milestones

#### Changes in the law

This will be dealt with in terms of possible deviations as stated above.

#### Sectional Completion

Payment will take place based on the percentages of the fixed tendered sum as indicated under the milestones in the activity schedule.

#### Delay damages

As per the Performance Service Level Agreement.

#### Transfer of rights

Regulation 35(4) of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003, requires that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service be vested in the municipality and may not be transferred .

#### Employer's Agent

Mr N. Nkopane (PMU Manager)

#### Termination by the Employer

This will be done in accordance to the Performance Service Level Agreement or any other relevant regulation or legislation.

## Partnering

Partnering is allowed provided there is no additional cost to the fixed contract amount tender approved.

### Additional conditions of contract

1. The National treasury Standard for Infrastructure Procurement & Delivery Management will be adhered to as indicated in the table below.
2. The consultant will sign the Performance Service Level Agreement for Professional Services or this contract will not be deemed valid.
3. Proof of current and contract period of Professional Indemnity insurance to the value of R 3 500 000.00 must be attached to this contract.

The *stages* are:

NT SIPDM Gateway System	
Gate No	Description
3	Package preparation
4	Package definition
5	Design documentation
6A	Production information
6B	Manufacture, fabrication and construction information
7	Works stage
8	Handover
9A	Asset data
9B	Package completion

- 
2. The *Employer* is the SENQU MUNICIPALITY  
Address: Private Bag X03 – Lady Grey – 9755  
Tel No. : 051-6031300  
Fax No. : 051-6030445  
E-mail address: [nkopanen@senqu.gov.za](mailto:nkopanen@senqu.gov.za)
- 
- 3 The *services expected* are as in accordance to the SIPDM and based on the milestones as indicated in the activity schedule: This being Project Prefeasibility, risk register, final Feasibility, concept & viability report, survey, design development, design documentation, contractor evaluation, project management, project hand over and completion.
- 
- 4 The following matters will be included in the Risk Register
- Poor performance
  - Variation orders
  - Use of contingencies
- 
- 5 The Scope is in the document called Part 3: Scope of Work and in 3 above.
- 
- 6 The *law of the contract* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

7	The <i>language of this contract</i> is English								
8	The <i>period for reply</i> is 2 weeks								
9	The <i>period for liability retention</i> in terms of the works is 10 years following Completion or earlier termination.								
<b>2</b>	<b>The Parties' main responsibilities</b>								
2.1	The <i>Employer</i> provides access to the following persons, places and things: <b>N/A</b>								
<b>3</b>	<b>Time</b>								
3.1	The <i>starting date</i> is 5 working days of the consultant having received an original copy of this contract document.								
3.2	The <i>completion date</i> for the whole of the <i>services</i> is 3 weeks after retention pay-out and receipt of all required documentation for project unbundling purposes.								
3.3	<p>The Key Dates and the <i>conditions</i> to be met are:</p> <table> <tr> <td colspan="2"><b>Condition to be met</b></td></tr> <tr> <td><b>1</b></td><td>Contract construction completion with 'as builds' - As per contractor tender submitted date</td></tr> <tr> <td><b>2</b></td><td>Defects list &amp; completion thereof - As per final certificate date</td></tr> <tr> <td><b>3</b></td><td>Retention payments - As per final certificate date</td></tr> </table>	<b>Condition to be met</b>		<b>1</b>	Contract construction completion with 'as builds' - As per contractor tender submitted date	<b>2</b>	Defects list & completion thereof - As per final certificate date	<b>3</b>	Retention payments - As per final certificate date
<b>Condition to be met</b>									
<b>1</b>	Contract construction completion with 'as builds' - As per contractor tender submitted date								
<b>2</b>	Defects list & completion thereof - As per final certificate date								
<b>3</b>	Retention payments - As per final certificate date								
3.4	The <i>Consultant</i> is to submit a first programme for acceptance within 2 weeks of the Contract Date.								
3.5	The <i>Consultant</i> submits revised programmes at intervals no longer than 1 week								
<b>4</b>	<b>Quality</b>								
4.1	A quality policy statement and quality plan are provided within 2 weeks of the Contract Date. All applicable standards are to be followed.								
4.2	The <i>defects date</i> is 52 weeks after Practical Completion of the whole of the <i>services</i> .								
<b>5</b>	<b>Payment</b>								
5.1	The <i>assessment interval</i> is monthly on or before the 20 <sup>th</sup> day of each successive month.								
5.2	Payment certificates for both the consultant (as per milestones) and the contractor are to be submitted no later than the 25 <sup>th</sup> of each month, after assessment.								
5.3	The maximum period within which payments are made is 31 calendar days of date of invoice.								
5.4	The <i>currency of this contract</i> is the South African Rand.								
<b>6</b>	<b>Compensation events</b>								
	These will be dealt with in accordance to the possible deviations listed and motivated..								
<b>7</b>	<b>Rights to material</b>								
	The Employer has the right to use the material provided by the Consultant for the purpose stated in the Scope of Works.								



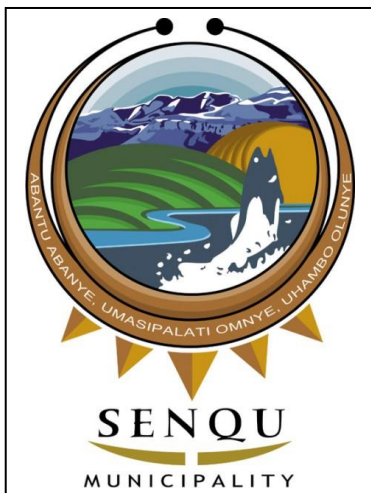
## Indemnity, insurance and liability

8

81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are	
	<b>Event</b>	<b>Period following Completion of the whole of the services or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	For as long as the Consultant remains in business
	death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	Until project completion.
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	Until project completion
81.1	The <i>Employer</i> provides the following insurances :	
	None	
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract is limited to R 13 500 000	
<b>9</b>	<b>Termination</b>	
	As per the Performance Service Level Agreement of the Professional Service Provider	
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Fixed Priced all- inclusive contract with activity schedule</b>	
A1.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
A1.2	The <i>completion date</i> for each <i>section</i> of the <i>services</i> is as per the accepted schedule of milestones that are attached.	
A 1.3	Sectional Completion and delay damages used together are:	
	Per the dated milestones as per activity schedule submitted and approved with this contract, unless proven to be outside the control of the consultant, and in accordance with the Performance SLA.	

A.1	Delay damages for late Completion of the whole of the <i>services</i> are as per above per working day.
A1.4	The <i>Employer's Agent</i>
	The <i>Employer's Agent</i> is Name: Mr N. Nkopane Address 19 Murray Street/ Private Bag X03 – Lady Grey – 9755 The authority of the <i>Employer's Agent</i> is as PMU Manager
A1.5	The <i>Client</i> is (Name) <b>SENQU MUNICIPALITY</b>  Address <b>19 Murray Street/ Private Bag X03 – Lady Grey – 9755</b>  Tel <b>051-6031300</b>  Fax <b>051-6030445</b>
A1.5.1	The Client's objective is to reduce roads backlogs in the rural area in terms of criteria set by MIG.
A1.6	Performance bond
	The form of the performance bond is to be a performance insurance bond held with a registered financial institution for the duration of the contract and 3 weeks thereafter.
A1.6.1	The amount of the performance bond is to be R 3 500 000.00
A1.6.2	Limitation of liability
A1.6.3	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to R 13 500 000.00
A1.6.4	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to R 3 500 000.00
A1.6.5	The <i>end of liability date</i> is 3 years after Completion of the whole of the <i>services</i> .
<b>A2</b>	<b>Key Performance Indicators</b>
A2.1	The <i>schedule</i> for Key Performance Indicators is in the document called Part 3 : Scope of Work
A2.2	A report of performance against each Key Performance Indicator is provided at intervals of 1 month.
A2.3	Proof of value for money without effecting quality.
<b>A3</b>	<b><i>Additional conditions of contract</i></b>
	The <i>additional conditions of contract</i> are
A3.1	No Scope of Work “creepage” is allowed
A3.2	The Performance Service Level Agreement must be signed
A3.3	All relevant stages of the SIPDM must be done by the consultant inclusive of project management.
A3.4	Reporting and certificates must be submitted on time
A3.5	Penalties will apply for non –performance as determined in the Performance SLA

- A3.6 5% of the total amount tendered will be applicable as retention to the consultant as well as the contractor and will only be paid out upon Final Completion Certificate if accepted by the client.
- A3.7 All acceptable standards for design, construction and safety will not be compromised.
- A3.8 No contingencies will be allowed under this contract or the construction tender data.
- A3.9 Relevant meetings/ correspondence/ applications to the Municipality will be done for the area where the project will be implemented and may be extended under lump sum two (2) under C2: Pricing data.
- A3.10 Possible Variation Orders must follow the Senqu Municipal SCM process and be well motivated.
- A3.11 All instructions to the contractor(s) must be done in writing.
- A3.12 At least 30% of the estimated project value must be allocated to BBBEE contractor(s) in terms of the tender document with a plan to improve the CIDB status of the contractor(s).



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Driving License Testing Centre**

### Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required.

### Part two - Data provided by the *Consultant*

Clause	Statement
10.1	<p>The <i>Consultant</i> is (Name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p> <p>Email:</p>
22.1	<p>The <i>Consultant's</i> key persons are:</p> <p>1 Name:</p> <p><b>Job:</b></p> <p>Responsibilities:</p> <p>Qualifications:</p>

Experience:

2 Name:

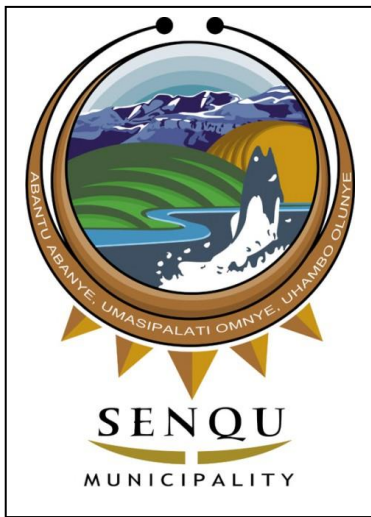
**Job**

Responsibilities:

Qualifications:

Experience:

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is 3 weeks after final completion is certified .
11.2(10)	The following matters (if any) will be included in the Risk Register
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
25.2	The <i>Employer</i> provides access to the following persons, places and things: N/A
<b>A</b>	<b>Fixed Price contract with activity schedule</b>
11.2(14)	The <i>activity schedule</i> is in annexure A and C2.2
11.2(18)	The tendered total of the Prices is in the Form of Offer and Acceptance



## SENQU MUNICIPALITY

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Design, Documentation, Site Supervision of Sterkspruit  
Driving License Testing Centre

### Part C1.3 Securities: Parent company guarantee (for use with Option X4)

{Insert name and registered address of the Employer}

Issued by:

SENQU MUNICIPALITY

19 MURRAY STREET

LADY GREY - 9755

Date :

Prepared by

R. CROZIER

DIRECTOR: TECHNICAL SERVICES

Dear Sirs,

#### Parent Company Guarantee for Contract No.

With reference to the above numbered contract made or to be made between

(the *Employer*) and

{Insert registered name and address of the *Employer*}

(the *Consultant*), for

{Insert details of the services from the Contract Data}

(the services).

I/We the undersigned

on behalf of the *Consultant's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Consultant* shall Provide the Services in accordance with the above numbered Contract.

1. If for any reason the *Consultant* fails to Provide the Services, we hereby agree to cause to Provide the Services at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or

expense it incurs.

3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Consultant* and the *Employer* and/or between us and *Consultant*; nor any alteration in the obligations undertaken by the *Consultant* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Consultant*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Consultant* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Consultant*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)




## SENQU MUNICIPALITY

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### Part C1.3 Securities: Performance bond

SENQU MUNICIPALITY

PPRIVATE BAG X03/19 MURRAY STREET

LADY GREY

9755

Date:

Dear Sirs,

#### **Performance Bond for Contract No. / 2017 - 2018**

With reference to the above numbered contract made or to be made between

**SENQU MUNICIPALITY**

**{Insert registered name and address of the *Consultant*}**

**The services expected are as in accordance to the SIPDM and based on the milestones as indicated in the activity schedule: This being Project Prefeasibility, risk register, final Feasibility, concept & viability report, survey, design development, design documentation, contractor evaluation, project management, project hand over and completion.**

I/We the undersigned

on behalf of the Surety

of physical address

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Consultant* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Consultant*, subject to the following conditions:

1. The terms *Employer*, *Employer's Agent*, *Consultant*, *services* and *defects date* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.



2. We renounce all benefits from the legal exceptions "Benefit of Exclusion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Consultant* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Consultant's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of:
  - the date that the Surety receives a notice from the *Employer's Agent* stating that the *defects completion date* has been reached, that all amounts and items due from the *Consultant* as certified in terms of the contract have been received by the *Employer* and that the *Consultant* has fulfilled all his obligations under the contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Employer's Agent*.
5. Always provided that this bond will not lapse in the event the Surety is notified by the *Employer's Agent*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Employer's Agent* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:  
  
(say) Three Million Five Hundred Thousand Rand  
  
R 3 500.000.00
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)



**Activity Schedule:**  
**Milestone 1 Payment – 5%**

<b>Inception</b>
A Performance Service Level Agreement WILL be signed by the successful tenderer. This document must be noted by the Principal Agent as it links the contractor performance to the Principal Agent.
Possible additional services caused by a necessary change in the scope of works will be done in terms of a Variation Order and may not exceed 15% of the tender award amount.
Facilitate development of a clear project brief with the client.
Assist in developing a clear project brief.
Attend project initiation meetings.
Formulation of an estimated construction cost and time frames
Advise on the rights, constraints, consents and approvals.
Define the services and scope of work required.
Signing the terms of the agreement with the client.
Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
Determine the availability of data, drawings and plans relating to the project.
Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly
Provide necessary information within the agreed scope of the project to other consultants that may be involved in the project under the principal agent.

**Milestone 2 Payment – 15%**

<b>Concept and Viability (also termed Preliminary Design)</b>
Agree on documentation on programme with principal agent.
Establish the concept design criteria.
Prepare initial concept design and related documentation.
Ensure further surveys, analyses, tests and investigations which may be required are included in the tender price of the lump sum submitted regarding this tender.
Establish regulatory authorities' requirements and incorporate into the design.
Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
Establish access, utilities, services and connections required for the design.
Coordinate design interfaces with other consultants involved.
Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for final costing.
Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

**Milestone 3 Payment – 15%**

Design Development (also termed Detail Design)
Review documentation programme with principal consultant and other consultants involved (where necessary).
Incorporate client's and authorities' detailed requirements into the design.
Where necessary, incorporate other consultants' designs and requirements into the design.
Prepare design development drawings including draft technical details and specifications.
Review and evaluate design and outline specification and exercise cost control.
Prepare detailed estimates of construction cost.
Liaise, co-operate and provide necessary information to the client.
Submit the necessary design documentation to local and other authorities for final approval.
Design Development (also termed Detail Design)

**Milestone 4 Payment – 10%**

<b>Documentation and Procurement</b>
Prepare specifications and preambles for the works.
Accommodate services design.
Check cost estimates and adjust designs and documents if necessary to remain within scope of works.
Prepare documentation for contractor procurement in terms of the clients procurement strategy which includes the requirement of 30% of the construction value is given to local emerging contractors with CIDB of 1 CE PE to 2 CE PE and 1 GB PE to 2 GB PE.
Review designs, drawings and schedules for compliance with approved scope of works..
Call for tenders.
Liaise, co-operate and provide necessary information to the client.
Evaluate construction tenders in conjunction with a client nominated external registered professional service provider in the same field. ( A compulsory ammount of R 100 000.00 must be added to the final lump sum tendered -Vat Excl).
Prepare contract documentation for signature
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
Assess samples and products for compliance and design intent.
The Engineer will, in conjunction with the client, hold a compulsory site briefing at least 10 calendar days before tender closure date for a contractor.
The Engineer or representative [delegated in writing] will be at the public opening of tenders.
Evaluation of the tenders received must be done and a report received by the client within 10 working days.

## Milestone 5 Payment – 50%

<b>Contract Administration and Inspection</b>
Attend site handover.
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
The Principal Agent will be expected to have all documents signed and in order within 7 calendar days.
The Principal Agent will be expected to ensure that the site hand over /inauguration site meeting is within 10 working days and a site office is established in a convenient area within 10 working days of the date of the receipt of the letter of acceptance from the contractor.
The Principal Agent will ensure that a Health & Safety Plan is available from the contractor no longer than 15 working days of the site hand over date.
The Principal Agent will ensure that all insurances, guarantees etc. are in place within 15 working days.
The Principal Agent will ensure that a Project Steering Committee is in place consisting of 4 members from the community, the contractor, the client and Principal Agent. The Principle Agent must ensure that an amount of R 300.00 per community member per sitting is included in the BoQ for the contractor.
Monthly Project Steering Committee meetings will take at least 5 working days before the site meeting. No decisions may be taken at these meetings that will impact on the scope of works or tender amount but must be referred back to the client for processing in terms of a Variation Order.
The Principal Agent will ensure that the quality of materials and work done is according to the appropriate standard and specifications on a continuous basis.
A monthly progress report will be submitted to the client comparing expenditure (actual & planned) to the works (actual & planned) and any other required information in the prescribed format.
Monthly Technical site meetings will take place before site meetings.
Carry out contract administration procedures in terms of the contract.
Prepare schedules of predicted cash flow.
Prepare pro-active estimates of proposed variations for client decision making.
Attend regular site, technical and progress meetings.
Review the Contractor's quality control programme and advise and agree a quality assurance plan.
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
Adjudicate and resolve financial claims by contractor(s).
Assist in the resolution of contractual claims by the contractor.
Establish and maintain a financial control system.
Clarify details and descriptions during construction as required.
The principal agent will prepare valuations for payment certificates.
Instruct witness and review all tests and mock ups carried out both on and off site.
Check and approve contractor drawings for design intent.
Update and issue drawings register.
Issue contract instructions in writing as and when required.
Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
Inspect the works and issue practical completion and defects lists.
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
The Engineer will provide Project Management on behalf of the client throughout the project and take full responsibility thereof.
<b>Contract Administration and Inspection</b>
Attend site handover.
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
The Principal Agent will be expected to have all documents signed and in order within 7 calendar days.
The Principal Agent will be expected to ensure that the site hand over /inauguration site meeting is within 10 working days and a site office is established in a convenient area within 10 working days of the date of the receipt of the letter of acceptance from the contractor.
The Principal Agent will ensure that a Health & Safety Plan is available from the contractor no longer than 15 working days of the site hand over date.

The Principal Agent will ensure that all insurances, guarantees etc. are in place within 15 working days.
The Principal Agent will ensure that a Project Steering Committee is in place consisting of 4 members from the community, the contractor, the client and Principal Agent. The Principle Agent must ensure that an amount of R 300.00 per community member per sitting is included in the BoQ for the contractor.
Monthly Project Steering Committee meetings will take at least 5 working days before the site meeting. No decisions may be taken at these meetings that will impact on the scope of works or tender amount but must be referred back to the client for processing in terms of a Variation Order.
The Principal Agent will ensure that the quality of materials and work done is according to the appropriate standard and specifications on a continuous basis.
A monthly progress report will be submitted to the client comparing expenditure (actual & planned) to the works (actual & planned) and any other required information in the prescribed format.
Monthly Technical site meetings will take place before site meetings.
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Check and approve contractor drawings for design intent.
Update and issue drawings register.
Issue contract instructions in writing as and when required.
Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
Inspect the works and issue practical completion and defects lists.
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
The Principal Agent will provide Project Management on behalf of the client throughout the project and take full responsibility thereof.

### **Milestone 6 Payment – 5%**

Close-Out
Inspect and verify the rectification of defects
Receive, comment and approve relevant payment valuations and completion certificates
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
Prepare and/or procure as-built drawings and documentation.
Conclude the final accounts where relevant.
Close Out Report with construction quality and safety certificate declaration from the Principal Agent.
Final inspection & retention release.
The Principal Agent will assist the client with project unbundling and submit a written confirmation that there will be no further financial obligations by the client in terms of the project construction.

**TOTAL ACCUMULATIVE PRICE FOR ALL MILESTONES & BOTH ACTIVITY SCHEDULES (15% VAT Incl)**

<b>MILESTONE</b>	<b>Description</b>	<b>TOTAL PRICE (VAT Incl)</b>
1	Inception	
2	Concept and Viability (also termed Preliminary Design)	
3	Design Development (also termed Detail Design)	
4	Documentation and Procurement	
5	Contract Administration and Inspection	
6	Close-Out	
	<b>TOTAL OF LUMP SUM [15% VAT Incl] TENDERED</b>	

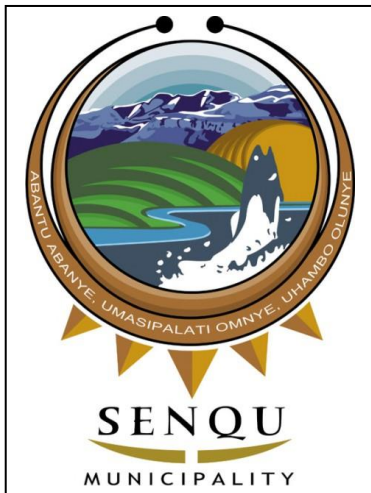
**CONSULTANT COMPANY NAME:**

**REPRESENTED BY:**

**DATE:**

\_\_\_\_\_  
**SIGNATURE**





## **SENQU MUNICIPALITY**

**Tender Notice No: 170/ 2017–2018**

**Design, Documentation, Site Supervision of Sterkspruit  
Driving License Testing Centre**

### **C3: Scope of work**

The brief is for the appointment of a registered professional Civil Engineer to act as the principle agent of the client for the design, tender documentation, tender evaluation project management and completion of sidewalks (Design, Documentation, Site Supervision of Sterkspruit Driving License Testing Centre). Refer to project specification. A Performance SLA will be required to be signed or the tender will be deemed to be un-responsive.

Value for money without effect on standards, safety and quality are to be considered at all times.

The Senqu Municipality reserves the right not to accept any tender or part thereof and reserves its rights under the Performance SLA.