



CLUSTER
Trading Services

UNIT
Water and Sanitation

DEPARTMENT
Water and Sanitation Engineering

PROCUREMENT DOCUMENT
PROFESSIONAL SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Contract No: **34238-5W**

Contract Title: Professional Service Contract for the Provision of Design & Construction Monitoring of Bulk Reservoir Inlet and Outlet Metering Phase 2 DN> 400

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **3 Prior Road, Durban, Third Floor, Room 301**
23 January 2026 at 10:00

Queries can be addressed to: **Devashan Govender**
Tel: **031-311 87 96**
The Employer's Agent's: **eMail: devashan.govender@durban.gov.za. All email queries to be submitted by 05 February 2026 and consolidated questions and answers to be uploaded on the website on 12 February 2026.**
Representative:

TENDER SUBMISSION

Delivery Location: **The Tender Box in the foyer of the Municipal Building**
166 KE Masinga Road, Durban

Closing Date/ Time: **Friday, 20 February 2026** at **11h00**

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Water and Sanitation Engineering**

Date of Issue: **12/12/2025**

Document Version : 14/03/2023

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R		R	R
Corrected: R		R	R

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1	Tender Notice and Invitation to Tender	
		T1.1.1	Tender Notice and Invitation to Tender.....	3
		T1.2	Tender Data	
		T1.2.1	Standard Conditions of Tender.....	4
	Part T2	T1.2.2	Tender Data (<i>applicable to this tender</i>).....	4
		T1.2.3	Additional Conditions of Tender	10
		RETURNABLE DOCUMENTS		Page
		T2.1	List of Returnable Documents	15
		T2.2	Returnable Schedules, Forms and Certificates	16

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1	Form of Offer and Acceptance	
		C1.1.1	Offer.....	47
		C1.1.2	Acceptance.....	48
		C1.1.3	Schedule of Deviations.....	49
		C1.2	Contract Data	
		C1.2.1	Standard Conditions of Contract.....	50
		C1.2.2	Contract Data.....	50
		C1.2.3	Additional Conditions of Contract	54
	Part C2	PRICING DATA		Page
		C2.1	Pricing Assumptions / Instructions	57
		C2.2	Pricing Schedule (separate page numbering system)	59
	Part C3	SCOPE OF WORK		Page
		C3.1	Background	62
		C3.2	Employer's Objective	62
		C3.3	Description of Work	62
		C3.4	Site Description	62
		C3.5	Scope of Services	63
		C3.6	Co-Operation with Others who are Directly/Indirectly Involved	67
		C3.7	Contract Requirements	67
		C3.8	Institutional Social Development (ISD) Consultant	68

	C3.9	Provision of Security	68
	C3.10	Annexures	70
	C3.10.1	Standard Conditions of Tender	76
	C3.10.2	Standard Professional Services Contract.....	77
	C3.10.8	Health and Safety Agreement	83

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the engineering consulting services for the design and construction monitoring of bulk reservoir inlet and outlet metering Phase 2 DN > 400. The Professional Services are to be provided over a period of 36 Months.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Water and Sanitation Engineering	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	3 Prior Road, Durban, Third Floor, Room 301 23 January 2026 at 10:00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Devashan Govender Tel: 031-311 87 96 eMail: devashan.govender@durban.gov.za. All email queries to be submitted by 05 February 2026 and consolidated questions and answers to be uploaded on the website on 12 February 2026.	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 20 February 2026 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data		

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1: GENERAL

F.1.1 The Employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Water and Sanitation Engineering**

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3rd Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer’s current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
 - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni Municipality’s Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and Employer's agent: The Employer's Agent's Representative is:

Devashan Govender

Tel: 031-311 87 96

eMail: devashan.govender@durban.gov.za. All email queries to be submitted by 05 February 2026 and consolidated questions and answers to be uploaded on the website on 12 February 2026.

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (h) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.

- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekweni Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting:

3 Prior Road, Durban, Third Floor, Room 301
23 January 2026 at 10:00

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

F.2.12 Alternative tender offers: No alternative tender offers will be considered.

F.2.13 Submitting a tender offer: Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekweni Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Identification details to be shown on each tender offer package are:

- Contract No.: **34238-5W**
- Contract Title: **Professional Service Contract for the Provision of Design & Construction Monitoring of Bulk Reservoir Inlet and Outlet Metering Phase 2 DN> 400**

The Employer's address for delivery of tender offers is:

The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 Closing time: The closing time for delivery of tender offers is:

- Date : **Friday, 20 February 2026**
- Time : **11h00**

F.2.16 Tender offer validity: Tenders are to remain valid for twelve (12) months after the expiry of the original tender validity period unless the Municipality is notified, in writing, of anything to the contrary.

F.2.23 Certificates: Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

F.3.2 Issue addenda: Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **70 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 100%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	10	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	10	n/a
Maximum Goal Points:		20	n/a

<p>The Weightings of the Ownership Categories will be:</p> <ul style="list-style-type: none"> • w1 = 50%, w2=50% (where: w1 + w2 = 100%)
<p>Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)</p> <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.

- (d) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

F.3.17 Copies of contract: The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email:
supplier.selfservice@durban.gov.za

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za
P O Box 1394
DURBAN, 4000

T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

T1.2.3.5 Functionality Specification

Quality criteria	Sub criteria	Maximum number of points
Experience of Tenderer	Experience of the Tenderer with respect to the scope of work	30
Qualifications and Competence of Key Staff (The weighted average for the team will be obtained by multiplying each team member's score by the following weightings and summing: Project Manager 0,35 Project Engineer 0.30 Resident Engineer 0.25 Clerk Of Works 0.10	Qualification Years' experience after qualification with respect to the scope of work Professional Registration Years of experience after registration Involvement in projects with respect to the scope of work (over the past 15 years) Project value of comparable projects in past Fifteen years - state R'000	70
Maximum possible score for quality (M _s)		100

Quality shall be scored by no less than three evaluators in accordance with the following schedules:

- Evaluation Schedule: Experience of the Tenderer over the last 15 years
- Evaluation Schedule: Qualifications and Competency of Key Staff

Each evaluation criteria will be assessed using the supporting documentation attached by the Tenderers. Where no supporting documentation has been provided to substantiate points claimed in the schedule, the evaluators will allocate zero points.

General

- Only the Tenderer's experience gained over the last fifteen years (January 2010 to present) will be considered in the evaluation.
- Experienced claimed from the Joint Venture will be included in the evaluation only if the tenderer executed the work claimed.
- Ambiguous, vague or unclear statements made in the tenderer's returnables will be excluded from the evaluation.
- Tender offers that fail to achieve ALL the minimum quality criterions above will be rejected.

Evaluation Scorecard for the Experience of Tenderer

Evaluation Schedule: Experience of Tenderer		
Experience of Tenderer (2010 to Present)	Description	Points Allocated
Design and Construction Supervision Experience: Trunk/Bulk Mains: < and = 400 ND (5/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	0
Design and Construction Supervision Experience: Trunk/Bulk Mains: > 400 ND and = 800 ND (15/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	0
Design and Construction Supervision Experience: Trunk/Bulk Mains: > 800 ND (10/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size than greater 800mm diameter on live existing bulk water supply networks in the last fifteen years.	0

Evaluation Scorecard for the Qualifications and Competency of Key Staff

The experience of each key staff member in relation to the scope of work will be evaluated from six different points of view with the total quality points being 70/100:

1. Qualification
2. Years of experience after qualification
3. Professional registration (not applicable to all key staff)
4. Years of experience after professional registration (not applicable to all key staff)
5. Involvement in comparable projects in the past Fifteen years
6. Project value of comparable projects in past Fifteen years that key staffs have worked on.

Each point mentioned above has the Employers minimum and preferred experience. The Tenderer is to complete the table on Page 42 based on the proposed resource and allocated point for staff meeting the minimum or preferred experience. The tenderer is to pro-rata points for staff that have experience below the preferred and above the minimum. Zero points will be allocated to staff with experience below the minimum.

Only resources that meet the minimum criteria will be accepted. Proposed team members that do not meet with these requirements or do not submit their CVs will be scored a zero in the evaluation process. The Schedule on Page 40 is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

The evaluation schedule makes mention of the terms comparable experience, which for the purpose of the contract shall be defined in the Table below:

Resource	Comparable Experience
Project Manager	Project Management, Programme Management, SCM Processes
Project Engineer	Re-design of existing and new meter chambers, Sizing of meters, Reports (Design, SCM), Cost Estimation, Compile Specifications
Resident Engineer	Contract administration, supervision of the construction works, quality control on site, liaison with the Client, Engineer and Contractors, Preparation of Construction Payment Certificates, Manage Contractor Claims, Conduct Site Meetings and minutes
Clerk Of Works	Perform site meetings on water related infrastructure, liaise with construction staff, engineers and operations staff, identify defects, carry out measurements, report on progress on site
<p>Please Note that:</p> <ol style="list-style-type: none"> 1.) Only experience gained in implementing projects involving bulk water pipeline design, including the construction supervision and projects involving the design, including construction supervision of reinforced concrete water retaining structures with a storage capacity >3 MI will be considered when evaluating comparable experience. Only involvement in comparable projects with a minimum project value of Five million rands will be considered when evaluating comparable experience. 2.) The evaluation for the value of comparable projects will be based on the present-day value of the professional fees for the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day value of the professional fees for the project. 	

Criterion : Qualifications and Experience of Key Staff									
Resource in Project		Project Manager		Project Engineer		Resident Engineer		Clerk of Works	
Name of Resource									
Weighting		0.35		0.30		0.25		0.10	
			POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	Deg (Civil Eng)	10	Deg (Civil Eng)	10	Btech (Civil)	10	Btech (Civil)	10
	Min.	Deg (Civil Eng)	10	Btech (Civil)	8	N.Dip (Civil Eng)	8	N.Dip (Civil Eng)	8
	Offer								
	Employer								
Years experience after qualification	Preferred	15	20	15	20	10	20	10	20
	Min.	10	10	10	10	5	10	5	10
	Offer								
	Employer								
Professional registration	Preferred	Y	10	Y	10	Y	15	Y	15
	Offer	Mandatory		Mandatory		Mandatory			
	Employer								
Years experience after registration	Preferred	15	15	15	15	10	10	5	10
	Min.	8	10	8	10	8	5	3	5
	Offer								
	Employer								
Involvement in comparable projects - state number in past fifteen years	Preferred	7	10	7	10	7	10	7	10
	Min.	5	5	5	5	5	5	5	5
	Offer								
	Employer								
Project value of comparable projects in past fifteen years	Preferred	R 50,000,000.00	5	R 50,000,000.00	5	R 50,000,000.00	5	R 50,000,000.00	5
	Min.	R 10,000,000.00	2.5	R 10,000,000.00	2.5	R 10,000,000.00	2.5	R 10,000,000.00	2.5
	Offer								
	Employer								
Total									
Grand Total (weighting x total)		A		B		C		D	

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	17
T2.2.2	Certificate of Attendance at Clarification Meeting	19
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	20
T2.2.4	MBD 4: Declaration of Interest	21
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	23
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	27
T2.2.8	MBD 9: Certificate of Independent Bid Determination	29
T2.2.9	Joint Venture Agreements (if applicable)	32
T2.2.10	Record of Addenda to Tender Documents (if applicable)	33
T2.2.11	Declaration of Municipal Fees	34
T2.2.12	CSD Registration Report	35

Technical or Functionality Evaluation

T2.2.13	Evaluation Schedule – Experience of Tenderer	36
T2.2.14	Tenderers Experience: Proforma Employer Reference Of Comparable Projects	37
T2.2.15	Proposed Organisation and Staffing	38
T2.2.16	Evaluation Schedule – Qualifications and Competence of Key Staff	40
T2.2.17	Returnable Schedule: Contract Participation Goals – Professional Service Provider	43
T2.2.18	Declaration of Work Earmarked fo Targeted Enterprises	45
T2.2.18	Declaration Regarding Contract Participation Goals	46

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [17](#) to [46](#).

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
		Personal income tax No. *
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

4.0 Record in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

“**Shareholder**” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**¹.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

3.9 Have you been in the service of the state for the past twelve months?

If yes, furnish particulars:

Complete T2.1.2.1 Item 1.1
Complete T2.1.2.1 Item 1.2
Complete T2.1.2.1 Item 1.3
Complete T2.1.2.1 Item 1.4
Complete T2.1.2.1 Item 3.1 or 3.2
Complete T2.1.2.1 Item 3.3
Complete T2.1.2.1 Item 1.7

Circle Applicable

YES

NO

YES

NO

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES

NO

If yes, furnish particulars:

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES

NO

If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES

NO

If yes, furnish particulars:

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars.		

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

Reference is to be made to Clause F.3.11 of the Tender Data.

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE: A maximum of 80 points is allocated for price on the following basis:

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	10	n/a		n/a
Ownership Goal: Gender (female)	10	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 **MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(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 audi alteram partem rule was applied.)

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 at the bottom of the home page.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

- 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

- 4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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 (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.8 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

NOTES

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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 bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

It is also confirmed that the requirements, as stated on the Addenda, have been complied with.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT


Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

	CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		Report Date:	
			Report Ran By:	
CSD REGISTRATION REPORT				
SUPPLIER IDENTIFICATION				
Supplier number		Have Bank Account		
Is supplier active?		Total annual turnover		
Supplier type		Financial year start date		
Supplier sub-type		Registration date		
Legal name		Created by		
Trading name		Created date		
Identification type		Edit by		
Government breakdown		Edit date		
Business status		Restricted Supplier		
Country of origin		Restriction Last Verification Date		
South African company/CC registration number				

Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 EVALUATION SCHEDULE - EXPERIENCE OF TENDERER

The experience of the tenderer will be evaluated in this section. The following shall be noted:

- Only experience gained in the last 15 years (2010 to present) on completed projects relating to the design and construction monitoring of water Trunk/Bulk mains of various sizes as outlined in the table below, will be used in the evaluation.
- Experience claimed for joint venture work may be included in the evaluation only if the tenderer physically carried out the work aligned with the scope of work in this tender.

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

YEAR COMPLETED OR EXPECTED COMPLETION	PROJECT TITLE	DESCRIPTION OF WORK	EMPLOYER: NAME AND CONTACT DETAILS
---------------------------------------	---------------	---------------------	------------------------------------

The scoring of the Tenderer's Experience will be as follows (total points contributing towards quality evaluation = 30/100). The Schedule below is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

Evaluation Schedule: Experience of Tenderer		
Experience of Tenderer (2010 to Present)	Description	Points Allocated
Design and Construction Supervision Experience: Trunk/Bulk Mains: < and = 400 ND (5/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size less than or equal to 400mm diameter on live existing bulk water supply networks in the last fifteen years.	0
Design and Construction Supervision Experience: Trunk/Bulk Mains: > 400 ND and = 800 ND (15/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 400 ND and equal to 800mm diameter on live existing bulk water supply networks in the last fifteen years.	0
Design and Construction Supervision Experience: Trunk/Bulk Mains: > 800 ND (10/30)	Completed Five (5) or more projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	10
	Completed Four (4) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	9
	Completed Three (3) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	7
	Completed Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	4
	Completed Less than Two (2) projects involving both the design and construction monitoring nature on Trunk/Bulk mains of a pipe size greater than 800mm diameter on live existing bulk water supply networks in the last fifteen years.	0

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 TENDERER'S EXPERIENCE: PROFORMA EMPLOYER REFERENCE OF COMPARABLE PROJECTS

The Tenderer shall provide details on each of the previous projects involving the following scope of work:

- "Design and Construction Monitoring of water Trunk/Bulk mains.

The Employer Reference Proforma must be completed by each of the previous Employers for their respective projects (as claimed in the Tenderers Experience Schedule).

PROFORMA REPORT ON THE TENDERER'S COMPETENCE AND PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following is to be completed by the previous Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

Project Details:

Description of work:

Employer:

Value of work:

Contract Duration:

Type of Project	Details (Pipe Diameter, Length and Material)	Value of Work (Design and Construction Monitoring Fees)
Design and Construction Monitoring of Water Trunk/Bulk Mains		

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....
.....

Employer's contact person:

Telephone:

Employer's Signature: Date:



T2.2.15 PROPOSED ORGANISATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach his / her organization and staffing proposals to this page.

Note: Those personnel who have been nominated and have their CVs submitted for the following key positions as per the quality schedule, must complete and sign a declaration to confirm involvement in the execution of the proposed work called for under the scope of work within the tender. The respective personnel's Time sheets will be requested and verified monthly against the work.

- Project Manager
- Project Engineer
- Resident Engineer
- Cler Of Works

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EVALUATION SCHEDULE – QUALIFICATIONS AND COMPETENCE OF KEY STAFF

The experience of each key staff member in relation to the scope of work will be evaluated from six different points of view with the total quality points being 70/100:

1. Qualification
2. Years of experience after qualification
3. Professional registration (not applicable to all key staff)
4. Years of experience after professional registration (not applicable to all key staff)
5. Involvement in comparable projects in the past ten years
6. Project value of comparable projects in past ten years that key staffs have worked on.

Each point above has the Employers minimum and preferred experience. The Tenderer is to complete this table based on the proposed resource and allocated point for staff meeting the minimum or preferred experience. The tenderer is to pro-rata points for staff that have experience below the preferred and above the minimum. Zero points will be allocated to staff with experience below the minimum.

The Tenderer is complete the Tables below for each of the Key Staff which are as follows:

- Project Manager;
- Project Engineer;
- Resident Engineer;
- Clerk Of Works.

The experience of the assigned staff member **in relation to the scope of work will be evaluated**. Only experience related to the water sector should be included. The CVs of each personnel per post should be attached to this schedule which will assist the evaluators in allocating points for each member of staff. Please note that each CV must be no more than three pages

Each CV should be structured according to the following template. This is to be populated under the required heading and submitted.

Name			
Tendered Post			
Qualification		Professional Registration	
Date Received		Date Received	
Post Qualification Experience (Years)		Post Registration Experience	
Employer			
Location			
Comparable Experience in the Water Sector Only (i.e. Reservoir Design; Elevated Tank Design; Pump Station Equipment/plant Design)			
Skills (Software Packages)			
Declaration Of involvement in the project	<p>I , _____, ID Number _____ , confirm that I would be involved in the execution of the work as per the nominated position and carry out the duties throughout the project. If circumstances change the company would notify the Employer and a suitable Employer approved replacement will be made available.</p> <p>The undersigned, which warrants that he / she confirms that the contents of information within the CV are both true and correct.</p> <p>Sign _____ Date _____</p>		

Only resources that meet the minimum criteria will be accepted. Proposed team members that do not meet with these requirements or do not submit their CVs will be scored a zero in the evaluation process. The Schedule below is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

The evaluation schedule makes mention of the terms comparable experience, which for the purpose of the contract shall be defined in the Table below:

Resource	Comparable Experience
Project Manager	Project Management, Programme Management, SCM Processes
Project Engineer	Re-design of existing and new meter chambers, Sizing of meters, Reports (Design, SCM), Cost Estimation, Compile Specifications
Resident Engineer	Contract administration, supervision of the construction works, quality control on site, liaison with the Client, Engineer and Contractors, Preparation of Construction Payment Certificates, Manage Contractor Claims, Conduct Site Meetings and minutes
Clerk Of Works	Perform site meetings on water related infrastructure, liaise with construction staff, engineers and operations staff, identify defects, carry out measurements, report on progress on site
<p>Please Note that:</p> <ol style="list-style-type: none"> 1.) Only experience gained in implementing projects involving bulk water pipeline design, including the construction supervision and projects involving the design, including construction supervision of reinforced concrete water retaining structures with a storage capacity >5 MI will be considered when evaluating comparable experience. Only involvement in comparable projects with a minimum project value of Five million rands will be considered when evaluating comparable experience. 2.) The evaluation for the value of comparable projects will be based on the present-day value of the professional fees for the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day value of the professional fees for the project. 	

The Schedule below is to be filled in by the tenderer (Shaded Cells only) and will be verified and evaluated with the supporting documents received:

Criterion : Qualifications and Experience of Key Staff									
Resource in Project		Project Manager		Project Engineer		Resident Engineer		Clerk of Works	
Name of Resource									
Weighting		0.35		0.30		0.25		0.10	
			POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	Deg (Civil Eng)	10	Deg (Civil Eng)	10	Btech (Civil)	10	Btech (Civil)	10
	Min.	Deg (Civil Eng)	10	Btech (Civil)	8	N.Dip (Civil Eng)	8	N.Dip (Civil Eng)	8
	Offer								
	Employer								
Years experience after qualification	Preferred	15	20	15	20	10	20	10	20
	Min.	10	10	10	10	5	10	5	10
	Offer								
	Employer								
Professional registration	Preferred	Y	10	Y	10	Y	15	Y	15
	Offer	Mandatory		Mandatory		Mandatory			
	Employer								
Years experience after registration	Preferred	15	15	15	15	10	10	5	10
	Min.	8	10	8	10	8	5	3	5
	Offer								
	Employer								
Involvement in comparable projects - state number in past fifteen years	Preferred	7	10	7	10	7	10	7	10
	Min.	5	5	5	5	5	5	5	5
	Offer								
	Employer								
Project value of comparable projects in past fifteen years	Preferred	R 50,000,000.00	5	R 50,000,000.00	5	R 50,000,000.00	5	R 50,000,000.00	5
	Min.	R 10,000,000.00	2.5	R 10,000,000.00	2.5	R 10,000,000.00	2.5	R 10,000,000.00	2.5
	Offer								
	Employer								
Total									
Grand Total (weighting x total)		A		B		C		D	

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals) SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer)

T2.2.17 RETURNABLE SCHEDULE: CONTRACT PARTICIPATION GOALS – PROFESSIONAL SERVICE PROVIDER

Objective

The objective of eThekwini Water & Sanitation empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / consulting industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the value of services paid to one or more targeted enterprise(s) exclusive of the following:

- All allowances, and any Value Added Tax or sales tax which the law requires the Employer to pay to the service provider.
- Time-based Activities and Provisional Sums will be omitted from the application of CPG goals.

The CPG is expressed as a percentage of the total contract amount.

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekwini Municipality BBBEE policy initiative.

Applicability

The CPG target shall be achieved through the following mechanisms:-

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekwini Water & Sanitation.
- Value of the work to be sub contracted shall be at least **10% (minimum)** of the total contract value excluding VAT.

Professional Service Providers					
TYPE OF ENTERPRISE		ANNUAL TURNOVER	BLACK OWNERSHIP	TAX CLEARANCE CETIFICATE	MINIMUM FULL TIME TECHNICAL EMPLOYEE
TARGETED ENTERPRISE (TG)	QUALIFYING SMALL ENTERPRISE	> R10,000,000.00 AND < R50,000,000.00	> 51%	Required	> 6
	EXEMPTED MICRO ENTERPRISES	< R 10,000,000.00	> 51%	Required	> 3
					Minimum 10%

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)

- The Service Provider must not have any equity holding, either directly or through a flow-through principle
- SARS registration and tax clearance
- Companies & Intellectual Property Commission (CIPC) registration
- Must be >50% Black-owned

Black Owned

- Black people who hold at least 51% of the exercisable voting rights
- Black people who hold at least 51% of the economic interest

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not Achieved in Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.18 DECLARATION OF WORK EARMARKED FOR TARGETED ENTERPRISES

Contract Participation for Targeted Enterprises

Total value of Contract excluding VAT, Allowances, Time Based Fees, Provisional Sums and CPA:

Total value of contract earmarked for targeted enterprises: _____

Percentage (%) contract participation by targeted enterprises: _____

Itemized tasks/work to be performed by the targeted enterprise:

<u>Task / Work Description</u>	<u>Value (as per BOQ)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	_____

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

.....

T2.2.19 DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying Tender:

(Contract Number and Description)

In response to the invitation for the Tender made by eThekiwni Water & Sanitation

I do hereby make the following declaration and certify the statements contained herein 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 Declaration and the fully completed tender document accompanying this declaration;
2. I understand and declare that the accompanying tender will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this tender is successful, I will be required to, and shall, fully implement the commitments that are submitted with this tender, in particular regarding the Tenderers contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities.
4. I am authorized by the Tenderer to sign this Declaration, and to submit the accompanying bid, on behalf of the Tenderer;

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **34238-5W**

Contract Title: **Professional Service Contract for the Provision of Design & Construction
Monitoring of Bulk Reservoir Inlet and Outlet Metering Phase 2 DN> 400**

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

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

*** The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words)

.....)

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

For the Tenderer:

*** Name of Tenderer** (organisation) :

*** Signature** (of person authorized to sign the tender) :

*** Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

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 at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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 (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

1. **Subject** :
- Details** :
- :
2. **Subject** :
- Details** :
- :
3. **Subject** :
- Details** :
- :

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

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature
.....	Name (<i>in capitals</i>)
.....	Capacity
.....	Name and Address of
.....	Organisation
.....	
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Water and Sanitation Engineering**

3.4 & The authorised and designated representative of the Employer is: **Devashan Govender**

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : **031 311 87 96(t)**
- Fax : **NA**
- e-mail : **Devashan.govender@durban.gov.za**

The address for the Receipt of communications is: **Water and Sanitation Unit, 3 Prior Road, Durban, 4001**

1 The Project is : **34238-5W**
: **Professional Service Contract for the Provision of Design & Construction Monitoring of Bulk Reservoir Inlet and Outlet Metering Phase 2 DN> 400**

1 Period of Performance : **36 Months**

1 Start Date : **14 days after award of contract**

3.4.1 Communications by e-mail / facsimile **is** permitted.

3.5 The location for the performance of the Project is : **Across the Unicity**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 Under this contract, the Professional Service Provider (PSP) must complete the project milestones within the time allocated in the table below. The PSP will be subjected penalty should the PSP fail to complete the project milestones within the allocated time. Penalties will be applied until the milestone has been achieved and approved by the Employer.

Milestone	Time Allocated	Commencement Date for Milestone	Milestone completion	Penalty
Design	180 Calendar Days (excluding public holidays)	Commencement of the Professional Service Contract ().	The design milestone will be considered complete only when the Employer approves the detailed design report that was submitted by the PSP. The PSP is to allow for a 14-day report review period per design report submission. Please note that the report review period is included in the time allocated to complete the design milestone.	R5000 per calendar day until the milestone is approved.
Tender Documentation	42 Calendar Days (excluding public holidays)	The day after, the Employer approves the detailed design report.	The tender documentation milestone will be considered complete only when the Employer approves the tender documentation that was submitted by the PSP. The PSP is to allow for a 7-day tender documentation review period per tender document submission. Please note that the tender documentation review period is included in the time allocated to complete the tender documentation milestone.	R5000 per calendar day until the tender documentation milestone is approved.
Tender Evaluation	31 Calendar Days (excluding public holidays)	One day after the Professional Service Provider receives the tender documents from the Employer.	The tender evaluation milestone will be considered complete only when the PSP submits a bid evaluation report in accordance with the Employers template bid evaluation report.	R5000 per calendar day until the report is approved.

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.

3.16 The fees shall be adjusted as per section C3.9.5.

3.16.1 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.

- 4.3.1(d) The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 10,000,000.00.**
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Failure by the Service Provider to use the skill and care normally used by professionals providing services similar to the services.**
 Cover is : **R 2,000,000.00 in respect of each claim, without limit to the number of claims.**
 Period of cover : **From the commencement of contract until 1 year after the contract is completed**
2. Insurance against : **Death of or bodily injury to a person (not an employee of the Service Provider) or loss of or damage to property resulting from an action or failure to take action by the Service Provider.**
 Cover is : **R 10,000,000.00**
 Period of cover : **Duration of contract**
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) **Replacing resources allocated to the project.**
 - 2) **Performing additional duties.**
 - 3) **Utilising provisional sums.**
 - 4) **Any action that has financial implications.**
 - 5) **Making changes to the water supply system**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **the performance period expires.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month.**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer.**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform; however, the Service Provider must obtain the Employer's approval before subcontracting any work.
- 12.1 Interim settlement of disputes is to be by **Adjudication.**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by:
The Head of eThekweni Municipality's Water and Sanitation Unit.

- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10,000,000.00**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 10,000,000.00**.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

C1.2.3.2 RETENTION

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings.

C1.2.3.3 CONTRACT PARTICIPATION GOALS

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.

Applicability

The CPG target shall be achieved through the following mechanisms:-

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be sub contracted shall be at least **10% (minimum)** of the total contract value excluding VAT.

Professional Service Providers					
TYPE OF ENTERPRISE		ANNUAL TURNOVER	BLACK OWNERSHIP	TAX CLEARANCE CETIFICATE	MINIMUM FULL TIME TECHNICAL EMPLOYEE
TARGETED ENTERPRISE (TG)	QUALIFYING SMALL ENTERPRISE	> R10,000,000.00 AND < R50,000,000.00	> 51%	Required	> 6
	EXEMPTED MICRO ENTERPRISES	< R 10,000,000.00	> 51%	Required	> 3
					Minimum 10%

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)

- The Service Provider must not have any equity holding, either directly or through a flow-through principle
- SARS registration and tax clearance
- Companies & Intellectual Property Commission (CIPC) registration
- Must be >50% Black-owned

Black Owned

- Black people who hold at least 51% of the exercisable voting rights
- Black people who hold at least 51% of the economic interest

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not Achieved in Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

C1.2.3.4 SERVICE PROVIDER'S PERSONNEL

The Employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm the stated qualifications, experience and knowledge claimed at the time of tendering. If, in the opinion of the Employer, any team member does not have the prerequisite qualifications and/or experience, or is under-performing in terms of the roles and responsibilities assigned to the resource in accordance with the requirements of the Scope of Work, then the Employer shall be entitled to instruct the removal of the relevant team member. Should this be the case, the Service Provider must replace the relevant team member with an alternative resource (to the approval of the Employer), which replacement must have equivalent or better qualifications and/or experience.

C1.2.3.5 ADDITIONAL PENALTIES

As per eThekweni Municipality's SCM Policy, contract authority is defined as the total contract award value as approved, or supported, by the Bid Adjudication Committee.

Under this Contract, the PSP shall provide financial administration services such as the calculation of quantities, cost estimates, cost control and the procurement process. As part of the financial administration services, the PSP shall prepare monthly project completion cost estimates for the construction contract. This would allow the PSP to timeously inform the Employer if additional budget and/or contract authority will be required to complete the construction contract within the regulatory framework (MFMA, Section 116 (3) and/or National Treasury Circular 62). Should the PSP fail to notify the Employer within the stipulated time frames that additional budget and/or contract authority is required for the construction contract, then the PSP will be subjected to a penalty amount equal to 1 percent of the tendered value of the Professional Service Contract (**34238-5W**).

The stipulated time frames for the PSP to inform the Employer that additional budget and/or contract authority is required are as follows:

- If the value of the additional budget required (excluding VAT) is greater than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least nine months before the additional budget and/or contract authority is required;
- If the value of the additional budget required (excluding VAT) is less than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least four months before the additional budget and/or contract authority is required.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p>
1	<p>The Period of Performance is :</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p>

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

C 2.1.1 GENERAL

The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of sub consultants.

C 2.1.2 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in Section C2.2 are estimates only, and subject to remeasurement during the execution of the work. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C 2.1.3 VALUE ADDED TAX

The rates derived from the Pricing Schedule exclude Value Added Tax (VAT).

C 2.1.4 ENGINEERING CONSULTING FEES

The engineering consulting services basic fee for the engineering consulting services to be provided and defined in the Contract Data shall be a fixed tendered sum subject to escalation. The basic fee is to be based on the list of the reservoir meters in Table 1 under **Section 3.4 Site Description** on Page 63, that would require design and construction monitoring services.

C 2.1.5 PROVISIONAL SUMS

Provisional sums are provided for a few items in the Bill of Quantities. Work done under these items will be at the written direction of the Employer. The PSP is to submit a percentage mark for each provisional sum, this mark-up should cover all cost that are incurred by the PSP whilst undertaking the work.

C 2.1.6 ADDITIONAL DUTIES

The tenderer is to tender hourly rates for the nominated persons in Items 3.1 to 3.6 in this Part and extend these through to the Amounts column. The tendered rate is to cover all expenses, overhead and mark-ups applicable for the personal specified.

C 2.1.7 CONSTRUCTION MONITORING

For the Construction Monitoring, the Service Provider will only be allowed to claim actual days worked on the project and must therefore make provision in the tendered rate in this regard. A normal full work day is considered to be 8 hours. No overtime will be paid under this Contract.

The staff rates for Construction Monitoring are the price charged for staff and shall include for all the costs to the Service Provider, including basic salary, any additional payments or benefits and social costs, annual/special leave, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only. The staff rates shall also include the provision of all computer hardware and software

necessary for each resource which shall extend, but not be limited to, desktop PC/laptop, printers, fax machines and all required processing (MS Office or similar). The staff rates shall also include all communication charges – fixed line telephones, mobile phones, faxes and emails.

C 2.1.8 CORRECTIONS OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C 2.1.9 TRAVELING AND OTHER EXPENSES

Allowances have be made in the Pricing Schedule for travelling costs for all staff involved in the project (for travelling within the eThekwin Municipality area of supply). Travelling costs (which includes rates for fuel, maintenance, capital, insurance and depreciation) will be paid at the rate published by the National Department of Public Work's document entitled "Rates for Reimbursable Expenses" as published on their website for a vehicle 1550cc or less (regardless of vehicle used) and acceptable proof of work related distance travelled must be submitted to substantiate all claims. As of the 1st April 2023, the travelling rate was R4.09/km for petrol vehicles and R3.78/km for diesel vehicles. All travel kilometers will be measured from the eThekwin area premises of the tenderer. In the case of the tenderer not having an office in the eThekwin area then the travel kilometers will be measured from the Water & Sanitation Offices nearest to the project area.

The Service Provider shall be entitled to recover the following expenses incurred in rendering the services:

- a) duplicating, printing and binding expenses relating to documents and drawings which are issued to any external, related Contractor for procurement, stage reports or contract administration purposes; and
- b) maps, models, presentation materials and photography requested by the Employer.

The Service Provider shall not be entitled to recover any internal administrative, clerical or secretarial staff costs, nor any typing costs.

Expenses shall be paid on the basis of:

- a) invoiced amounts from service providers or suppliers, provided that such amounts are at open market rates; or
- b) at the applicable rate stated in the National Department of Public Work's document entitled "Rates for Reimbursable Expenses" as published on their website, whichever is the lesser.

Accommodation, subsistence expenses and site allowances shall not be applicable to this contract and will not be paid by EWS.

C 2.1.10 MONTHLY PAYMENTS

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement. The Employer will withhold 10% retention of the Service Provider's Fee until the acceptance of the as-built drawings.

C2.2 : PRICING SCHEDULE

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
PART 1: ENGINEERING CONSULTING FEES						
1.1		Engineering consulting fee for Design and Construction monitoring Reservoir Meters > DN 400				
1.1.1	C3.5.1.1	Stage 1	SUM	1		
1.1.2	C3.5.1.2	Stage 2	SUM	1		
1.1.3	C3.5.1.3	Stage 3	SUM	1		
1.1.4	C3.5.1.4	Stage 4	SUM	1		
1.1.5	C3.5.1.5	Stage 5	SUM	1		
1.1.6	C3.5.1.6	Stage 6	SUM	1		
1.2	C3.5.1.7	Additional meters required	Rate	15		
Part 1: Engineering consulting fee subtotal to be carried forward to summary						
PART 2: DISBURSEMENTS						
2.1	C3.8	Institutional and social development consultant (ISD) Services	PROV SUM	R600,000.00		
2.2		Mark-up on item 2.1	%	R600,000.00		
2.3	C3.7.1 C	OHS agent	PROV SUM	R500,000.00		
2.4		Mark-up on item 2.3	%	R500,000.00		
2.5		Allowance for a construction claim consultant to assist the Employer as and when required	PROV SUM	R500,000.00		
2.6		Mark up on item 2.5	%	R500,000.00		
2.7	C3.9	Provision of minimum security	PROV SUM	R600,000.00		
2.8		Mark up on item 2.7	%	R600,000.00		
Part 2: Disbursements subtotal to be carried forward to summary						
PART 3: ADDITIONAL DUTIES						
3.1	C3.5.2	Project Manager	HOURS	120		
3.2	C3.5.2	Project Engineer	HOURS	320		
3.3	C3.5.2	Civil Engineering Technician (BTech)	HOURS	320		
3.4	C3.5.2	Other resources which the tenderer requires to be priced separately:				
		a.)	HOURS			
		b.)	HOURS			
Part 3: Additional duties subtotal to be carried forward to summary						

PART 4: CONSTRUCTION MONITORING						
4.1	C3.5.3.1	Engineer's Representative	DAYS	480		
4.2	C3.5.3.2	Clerk Of Works	DAYS	480		
Part 4: Construction monitoring subtotal to be carried forward to summary						
PART 5: TRAVELLING AND OTHER EXPENSES						
5.1		Traveling and other expenses	PROV SUM	R950,000.00		
Part 5: Other subtotal to be carried forward to summary						

SUMMARY OF SCHEDULE OF QUANTITIES

PART 1: ENGINEERING CONSULTING FEES	R
PART 2: DISBURSEMENTS	R
PART 3: ADDITIONAL DUTIES	R
PART 4: CONSTRUCTION MONITORING	R
PART 5: TRAVELLING AND OTHER DISBURSEMENTS	R
ESCALATION ESTIMATE (Allow 12% for escalation on the above items)	R
Subtotal (excl VAT)	R
Value added tax (VAT)	R
Total (incl VAT)	R

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

eThekwini Municipality's Water and Sanitation Unit has identified within its bulk reservoir supply network the need to introduce and replace Bulk Reservoir Meters on existing infrastructure. This would enable the Unit to enhance its service delivery charter by providing a service that is efficient, effective, affordable and sustainable. This contract forms the second Phase of the rollout, for the design and construction monitoring of all reservoir sites with Inlet/Outlet Meters > 400ND , across all the operational areas within the Municipal boundary.

C3.2 EMPLOYER'S OBJECTIVES

The employer's objective under this contract is to:

Monitor water consumption within the water supply network by installing bulk meters on the inlets and outlets of all reservoirs that do not have these meters.

Thus, the service provider is to carry out the following in order to achieve the objective:

- Visit all priority reservoirs identified by the limit to verify infrastructure and identify any site constraints/operational constraints that will affect the proposed inlet and/or outlet meter installation.
- Liaise with EWS internal teams (Water Operational, Water Services, Water Design and Non-Revenue Water) to co-ordinate shutdowns required, paperwork arrangements for new meter installation (bypass/in-line) and meter chamber requirements if any required.

C3.3 DESCRIPTION OF WORK

The scope of the civil engineering work that is to be performed under this contract shall include but not be limited to the following:

- The auditing of all the reservoir sites (224) across the operational boundary of the eThekwini Municipality
- The design/sizing of all remaining inlet/outlet flow meters, and pipework including ancillary civil works
- The preparation of the documentation for contractor procurement;
- The construction monitoring of all civil works;
- Liaising with all the relevant project stakeholders. The relevant project stakeholders shall include but not be limited to the following branches of EWS: Water Design Non-Revenue Water (WDNRW), Water Planning, C&I, and Water Networks.
- The submission of designs to the relevant branches within EWS for approval. The relevant branches of EWS shall include but not be limited to the WDNRW, Water Planning, C&I, and Water Networks;
- Project close out and as-builts.

C3.4 SITE DESCRIPTION

The project area for this Contract comprises of storage that falls within the eThekwini municipality area of supply.

The table below is a summary of a recent audit undertaken of our existing reservoir sites which would form the primary list of reservoirs meters which would require the design and construction monitoring of an outlet meter/ inlet meter > 400DN within the respective operational area, to be confirmed after the final audit is conducted.

No	Reservoir Name	Pipe Diameter	No	Reservoir Name	Pipe Diameter
1	Chatsworth 1 Res	800	23	Lamont Res	375
2	Chatsworth 1 Res	600	24	Mobeni 1 & 2 Res	600
3	Chatsworth 1 Res	1000	25	Mobeni 1 & 2 Res	450
4	Chatsworth 4 Res	750	26	Mobeni 1 & 2 Res	1200
5	Isipingo Hills Res	800	27	Montille 1&2 Res	1350
6	Lamont Res	800	28	Montille 1&2 Res	1350
7	Mobeni 1 & 2 Res	400	29	Northdene 1&2 Res	1200
8	Montille 1&2 Res	750	30	Woodlands 3&4 Res	1200
9	Northdene 1&2 Res	1200	31	Woodlands 3&4 Res	1200
10	Woodlands 1&2 Res	750	32	Lamont Res	400
11	Woodlands 3&4 Res	675	33	Chatsworth 4 Res	750
12	Woodlands 3&4 Res	1200	34	Glenwood 2&3 Res	900
13	Isipingo Hills Res	500	35	Lamont Res	825
14	Isipingo Hills Res	700	36	St Thomas Res	1050
15	Mt Moriah Res	750	37	Northdene 1&2 Res	500
16	Mt Moriah Res	450	38	Mt Moriah Res	600
17	Northdene 3 Res	400	39	Mt Moriah Res	300
18	Glenwood 2&3 Res	400	40	Woodlands 1&2 Res	525
19	Glenwood 2&3 Res	375	41	Woodlands 1&2 Res	450
20	Newlands 1 Res	800	42	Ntuzuma 2 Res	700
21	Chatsworth 1 Res	800	43	Washington Heights Res	700
22	Chatsworth 1 Res	350	44	Chatsworth 1 Res	600

Table 1: List of Reservoir meters to be design and construction monitoring services

C3.5 SCOPE OF SERVICES

The PSP shall provide the professional services as set out in this Scope of Work over a period of three years in order to meet the Employer's objective.

C3.5.1 Normal Services

The normal engineering consulting services are broken up into 6 stages. A detailed account of the services and deliverables to be provided at each stage are defined below.

C3.5.1.1 Stage 1: Inception

During stage 1 the PSP shall:

- Setup, attend and prepare the minutes of all project meetings;
- Engage with the Employer to clarify/refine the Employer's requirements;
- Inspect the site and advise the Employer if any additional surveys, analyses, tests and site or other investigations are required;
- Advise on criteria that could influence the project life cycle cost significantly;
- Provide necessary information within the agreed scope of the project to other members of the engineering consulting team.

Deliverables for Stage 1 shall include:

- An inception report;
- Preliminary programme for the works;
- Signed minutes of all meetings held with regards to this project;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 1.

C3.5.1.2 Stage 2: Concept and Viability (AKA Preliminary Design)

During Stage 2 the PSP shall:

- Setup, attend and prepare the minutes of all meetings (This shall include but not be limited to design and consultants' meetings) pertaining to this project;
- Establish the concept design criteria;
- Establish regulatory authorities' requirements and incorporate into the design;
- Prepare initial concept design and related documentation;
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents;
- Participate in coordinated design interfaces with other consultants involved or other members of the design team;
- Liaise, co-operate and provide necessary information to the Employer, relevant stakeholders and other consultants involved;
- Provide cost estimates and life cycle costs, as required;
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and Employer and suitable for costing;
- Submit designs to the employer for approval;
- Establish access, utilities, services and connections required for the design.

Deliverables for Stage 2 will include:

- Preliminary design report;
- Concept designs;
- Project cost estimates;
- Revised programme of works;
- Signed minutes of all meetings held with regards to this project;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 2.

C3.5.1.3 Stage 3: Design Development (AKA Detailed Design)

During Stage 3 the PSP shall:

- Setup, attend and prepare the minutes of all meetings (This shall include but not be limited to design and consultants' meetings) pertaining to this project;
- Incorporate Employer's and authorities' detailed 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 for all elements that make up the project;
- Provide financial administration services;
- Liaise, co-operate and provide necessary information others who are involved in the project;
- Submit designs to the employer for approval;
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables for Stage 3 will include:

- Detailed design drawings;
- Detailed design report;
- Detailed outline of Specifications;
- Detailed estimates of construction costs;
- Signed minutes of all meetings held with regards to this project;
- Revised programme of works;
- Hand calculations or spreadsheets for the detailed designs;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 3.

C3.5.1.4 Stage 4: Documentation and Procurement

During stage 4 the PSP shall:

- Setup, attend and prepare the minutes of all meetings pertaining to this project;
- Prepare specifications and preambles for the works;
- Accommodate services design;

- Check cost estimates and adjust designs and documents, if necessary, to remain within budget;
- Prepare documentation for contractor procurement that is in accordance with the latest version of eThekweni Municipality's Supply Chain Management (SCM) policy and processes;
- Review designs, drawings, schedules and align with the requirements of the latest version of eThekweni Municipality's SCM policy and processes;
- Hold a compulsory clarification meeting and prepare the minutes of the meeting;
- Address all tender and technical enquiries;
- Prepare the tender bid specification report and tender document;
- Prepare the contract documentation and submit to the Employer for signatures;
- Adjudicate tenderers and recommend the most responsive tenderer;
- Prepare a bid evaluation report for submission to the Employer's bid committee;
- Assist in pricing, documentation and tender evaluation as required.

Deliverables for Stage 4 will include:

- A completed construction procurement documentation;
- A completed bid specification report;
- Signed minutes of all meetings held with regards to this project;
- A Tender evaluation report that is in accordance with eThekweni Municipality's standards.

C3.5.1.5 Stage 5: Contract Administration and Inspection

During Stage 5 the PSP shall:

- Setup, attend and prepare the minutes of the site handover meeting;
- Issue construction documentation in accordance with the documentation schedule
- Carry out contract administration procedures in terms of the contract;
- Prepare schedules of predicted cash flow to ensure that the allocated budgets are sufficient;
- Prepare monthly project completion estimates and submit to the Employer;
- Prepare pro-active estimates of proposed variations for Employer decision-making;
- Attend regular site, technical and progress meetings and prepare minutes;
- Inspect the works for conformity to contract documentation;
- Review the outputs of quality assurance procedures and advise the contractor and Employer on adequacy and need for additional controls, inspections and testing;
- Adjudicate and resolve financial claims by contractors;
- Deal with contractual claims by the contractor;
- Establish and maintain a financial control system to ensure that the project remains within the municipal financial authority;
- Clarify details and descriptions during construction as required;
- Prepare valuations for payment certificates to be issued by the principal agent;
- Witness and review of all tests and mock-ups carried out on site;
- Check and approve contractor drawings for compliance with contract documents;
- Update and issue drawings register;
- Issue contract instructions as and when required;
- Inspect the works and issue practical completion and defects lists;
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings'

Deliverables for Stage 5 will include:

- schedules of predicted cash flow;
- construction documentation;
- drawing register including signed construction drawings;
- estimates for proposed variations;
- contract instructions;
- the delivery of claim rulings;
- Monthly construction progress reports;
- financial control reports;
- valuations for payment certificates;
- progressive and draft final accounts;
- practical completion and defects list;
- all statutory certification and certificates of compliance as required by the local and other statutory authorities;
- Signed minutes of all meetings held with regards to this project

C3.5.1.6 Stage 6 – Close-Out

During Stage 6 the PSP shall:

- Inspect and verify the rectification of defects;
- Receive, comment and approve relevant payment valuations and completion certificates;
- Prepare and/or procure as-built drawings and documentation;
- Prepare the Geographic Information System (GIS) data reflecting all changes made to the respective reservoir sites which is in accordance with the GIS departments criteria. The Service Provider will need to have detailed discussions with EWS Engineering and Data Service Department to confirm the data template and format required to submit as-built data so that the as-built data can be seamlessly integrated into the existing
- Conclude the final accounts where relevant.

Deliverables for Stage 6 will include:

- Valuations for payment certificates;
- Works and final completion lists;
- As-built drawings and documentation;
- Update reservoir schematic to include new meter positions (with connection numbers)
- A project close out report.

C3.5.1.7 Additional Meters Identified

Rate to include for all services required from Stage 1 to Stage 6 for additional meters identified, which are not listed in Table 1 Page 63, which might be identified during the audit process, site inspection or operational request. This must be an all inclusive rate to cover all engineering services required to complete the scope of work.

C3.5.2 Additional Duties

Additional duties that are required under any Stage above shall be remunerated on a time-based fee. The time-based fee for each staff member must be entered in Part C2 of this document. The rates submitted shall be utilised for the duration, which will include for any extension of the period of performance by the bid committee. If the PSP submits a non-numerical rate or the PSP fails to submit a rate, then that additional duty shall be taken to be done at a zero rate.

C3.5.3 Construction Monitoring

C3.5.3.1 Construction Monitoring for all Civil works

This contract requires construction monitoring by a competent and experienced Resident Engineer with at least 5 years of construction monitoring experience relating to bulk/trunk water mains. The Resident Engineer must have completed the construction monitoring of at least 2 bulk/trunk water mains projects.

Full-time Construction Monitoring (full-time staff resident on site for the duration of the works) will be required under this contract.

Accommodation, subsistence expenses and site allowances shall not be applicable to this tender and will not be paid by EWS

C3.5.3.2 Construction Monitoring for all Civil works

This contract requires construction monitoring by a competent and experienced Clerk of Works with at least 5 years of construction monitoring experience relating to bulk/trunk water mains. The Clerk of Works must have completed the construction monitoring of at least 2 bulk/trunk water mains projects.

Full-time Construction Monitoring (full-time staff resident on site for the duration of the works) will be required under this contract.

Accommodation, subsistence expenses and site allowances shall not be applicable to this tender and will not be paid by EWS

C3.5.4 Construction Quality Management System

A construction quality management system is to be set up as agreed with the professional team. This will ensure that during construction the Contractor meets his obligations in terms of the construction contract and will mitigate the risk of these standards not being achieved.

C3.5.5 Omission and Errors

Please note that the PSP will not be reimbursed for rectifying errors or omissions identified by the Employer during the performance of the services listed in C3.7.

C3.6 CO-OPERATION WITH OTHERS WHO ARE DIRECTLY/INDIRECTLY INVOLVED

The *PSP* is to be aware that there will be interactions with various branches within EWS and must take this into account in the preparation of his/her bid and pricing. Likewise, the *Service Provider* must be aware that although the *Employer* is represented by the WDNRW Branch, there are other Branches and Departments within the *Employer* who are indirectly involved in work taking place at reservoir sites (for example, Bulk Water Branch, Water network branch, Health and Safety Branch, M&E Branch as well as the C&I Branch).

C3.7 CONTRACT REQUIREMENTS

C3.7.1 General

The *PSP* shall:

- a) provide the services as described in this document in a manner that enables the *Employer* to achieve the programme objectives as set out in Section C3 of this Scope of Work;
- b) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and “best practice”, as laid down, or recommended, by an applicable professional association, if any;
- c) identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor. Upon the Employer’s instruction, the PSP shall appoint a service provider to act as the Employer’s health and safety agent for all works issued to the contractor (A provisional sum has been allowed in the pricing schedule);
- d) provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent *Service Provider* of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity
- e) manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- f) endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

C3.7.2 Details to be provided with *Service Provider’s* Invoices

The *Employer* shall set out the information that he will require from the *Service Provider* with each invoice to enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the *Service Provider*.

C3.7.3 Record Information

All record information shall be provided in a suitable electronic format that can be opened using software that the *Employer* possesses.

C3.7.4 Liability

The professional liability remains with the Service Provider for all output (designs, drawings, reports and etc.) produced for this project.

C3.7.5 Escalation to be applied by *Employer*

Escalation on the tendered rates for staff and tendered sum will be allowed on the following basis only:

- a) The advertisement date of this tender will be the base date.
- b) No escalation will be allowed for twelve (12) months from the base date.
- c) Each subsequent twelve (12) month period, after the period described in b) above, an increase to the tendered rates for the staff will be allowed.
- d) This increase will be no higher than the 1st July percentage increase applied to eThekweni Water & Sanitation staff during the twelve-month period in question.
- e) This percentage increase will be applied for the full twelve-month period in question.
- f) For the tendered sum items, only the outstanding amount due will be subject to escalation.

C3.8 INSTITUTIONAL SOCIAL DEVELOPMENT (ISD) CONSULTANT

The PSP shall appoint an ISD consultant either on a full-time basis or a part-time basis. The duties of the ISD consultant shall include but not be limited to the following:

- The formation and maintenance of good relationships with members of the public that are affected by this project;
- Setting up and attending meetings with members of the public;
- Liaising with the public on the project's progress. Please note that the ISD consultant must be able to communicate in isiZulu and English;
- Forming the project steering committee;
- Resolve conflicts/disputes between the community, contractors, consultants and the other project stakeholders;
- The formation of the labour desk;
- The facilitation of local labour recruitment and retrenchment process;
- Engaging with the relevant stakeholders over the duration of the project;
- The Coordination of other Institutional and Social Development project-related activities, as and when required.

A provisional sum has been allocated in section C2.2 for an ISD consultant.

C3.9 PROVISION OF SECURITY

The Service Provider will be responsible for the provision of security guards to accompanying all field-based resources in high-risk areas only.

The minimum recommended security to be provided must meet the following requirements (it must be noted that the Employer will not be liable for any claim from the Service Provider in complying with these requirements):

- The security guards must be armed with firearms and have radio contact via a two-way radio or cell phone with their control centre;

- Security must be provided during usual working days, work nights, weekends and public holidays;
- The security guard must travel in the Service Provider's vehicle;
- Optimum use is made of the security resource so that there is no "fruitless" expenditure. Any unreasonable underutilisation will be for the Service Provider's account.

An allowance for the provision of minimum security has been made in the Pricing Schedule.

Should the Service Provider be of the opinion that the minimum security requirements (as stated above) are insufficient to meet the requirements of the contract, the Service Provider, may make provision for additional security, at his own expense. Any such additional cost is deemed to be included in the tendered rates

C3.10 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. HEALTH AND SAFETY AGREEMENT**

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

STANDARD PROFESSIONAL SERVICES CONTRACT

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Standard Professional Services Contract

