



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: PSC2022-001

Contract Title: Provision of Consulting Services for the Design and Contract Supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: 101 Boardroom, Room with a View Boardroom, Water and Sanitation Headquarters, 3 Prior Road, 22 February 2024 at 11h00

Queries can be addressed to: Godfrey Msani
The Employer's Agent's: Tel: 031-311-8162
Representative: eMail: Godfrey.msani@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions uploaded 14 March 2024.

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 22 March 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Water and Sanitation Engineering

Date of Issue: 16/02/2024

Document Version : 14/03/2023

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES**T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to provide consulting services for the design and contract supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer Ward 35.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekwini 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 eThekwini Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekwini 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	101 Boardroom, Room with a View Boardroom, Water and Sanitation Headquarters, 3 Prior Road, 22 February 2024 at 11h00	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: Godfrey Msani Tel: 031-311-8162 eMail: Godfrey.msani@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions uploaded 14 March 2024.	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, 22 March 2024 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).
 - SANS 1921: 2004 – Construction and Management Requirements for OWkrs Contract, Parts 1-3.
 - SANS 1200 – Standardised Specification for Civil Engineering Construction
 - 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:

Godfrey Msani

Tel: 031-311-8162

eMail: Godfrey.msani@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions uploaded 14 March 2024.

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 **eThekwini 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:
101 Boardroom, Room with a View Boardroom, Water and Sanitation Headquarters, 3 Prior Road, 22 February 2024 at 11h00

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 eThekwini 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. : **PSC2022-001**
- Contract Title : **Provision of Consulting Services for the Design and Contract Supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.**

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**

Parts of each tender offer communicated on paper shall be submitted as an original.

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**PSC2022-001 – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's

name and securely fixed to the paper submission.

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, 22 March 2024**
- Time : **11h00**

F.2.16 Tender offer validity: The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

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.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

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 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: 70%

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%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
Maximum Goal Points:		20	n/a

The **Weightings** of the **Ownership Categories** will be:

- w1 = 100%

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE 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.

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 30%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	5	n/a
Kwa Zulu Natal	10	n/a
eThekweni Municipality	20	n/a
Maximum Goal Points:	20	n/a

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- CSD report

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.
- 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)**.

Tenderers are to include, with their paper (“hard copy”) submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**PSC2022-001 – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.

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.

T1.2.3.4 Functionality Specification

- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	40	T2.2.13 Experience of Tenderer
Experience of Key Resources in executing work of similar nature	Project Lead	20	T2.2.16 Experience of Key Personnel
	Lead Design Engineer (Civil)	10	T2.2.16 Experience of Key Personnel
	Resident Engineer	10	2.2.16 Experience of Key Personnel
Proposed Programme	Tenderer's programme indicating all project activities, resources, cashflows and critical path.	10	T2.2.17 Proposed Programme
Approach Paper	Approach Paper to address the specific project objectives and requirements, deals with the critical aspects of the project.	10	T2.2.18 Approach Paper
Maximum possible score for Functionality (M_s)		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively;
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	pts	Criterion: Tenderer's Experience
0	0	No information provided / no relevant experience / project/s completed more than fifteen (15) years ago.
1	40	To have successfully completed at least one (1) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 250mm diameter gravity trunk sewer.
2	70	To have successfully completed at least two (2) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 250mm diameter gravity trunk sewer.
3	90	To have successfully completed at least three to four (3-4) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 250mm diameter gravity trunk sewer.
4	100	To have successfully completed at least five (5) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 250mm diameter gravity trunk sewer.

Experience of Key Resources in executing work of similar nature				
Key Personnel	Qualification (Compulsory)	Registration	Relevant Experience	Scoring Allocation (years of relevant experience)
Project Lead	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is compulsory.	Projects management experience on projects relating to wastewater/water bulk infrastructure or stormwater gravity pipelines.	< 5 = 0 points ≥ 5 <10 = 40 points ≥ 10 <15 = 70 points ≥ 15 <20 = 90 points ≥ 20 = 100 points
Lead Design Engineer (Civil)	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is compulsory	Design experience on projects relating to wastewater bulk sewage infrastructure which would include a minimum 250mm diameter and 300m long gravity main.	< 4 = 0 points ≥ 4 <8 = 40 points ≥ 8 <12 = 70 points ≥ 12 <15 = 90 points ≥ 15 = 100 points
Resident Engineer	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is preferred but not compulsory	Experience on undertaking contract administration and construction monitoring on wastewater bulk sewage/stormwater infrastructure which would include a minimum 250mm diameter gravity trunk main.	< 4 = 0 points ≥ 4 <8 = 40 points ≥ 8 <12 = 70 points ≥ 12 <15 = 90 points ≥ 15 = 100 points

Criterion: Proposed Programme	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The programme does not adequately deal with the critical characteristics of the project or the plan and manner in which risk is to be managed.
Level 2	Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with the period of performance. Programme must show the critical path.
Level 3	In addition to the requirements of level 3, the programme covers all activities, meetings, requirements and is sufficiently flexible to accommodate changes that may be required during execution within project completion time.
Level 4	In addition to the requirements of level 4, the program covers all activities, meetings, requirements and accommodates changes and details ways to improve the overall project outcome within the completion time.

Level	Pts	Criterion: Approach Paper
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

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.

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 15 to 51.

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:

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) 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.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) 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	Complete T2.1.2.1 Item 1.1				
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2				
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3				
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4				
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2				
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3				
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7				
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.					
<table border="1" style="border-collapse: collapse; width: 100px;"> <tr><td colspan="2" style="text-align: center;">Circle Applicable</td></tr> <tr><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr> </table>		Circle Applicable		YES	NO
Circle Applicable					
YES	NO				
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?	<table border="1" style="border-collapse: collapse; width: 100px;"> <tr><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr> </table>	YES	NO		
YES	NO				
If yes, furnish particulars:					
.....					
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?	<table border="1" style="border-collapse: collapse; width: 100px;"> <tr><td style="text-align: center;">YES</td><td style="text-align: center;">NO</td></tr> </table>	YES	NO		
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
1.0 Are you by law required to prepare annual financial statements for auditing?	YES NO
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 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.

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 or 90 points is allocated for price on the following basis:

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

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)	14	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	6	n/a		n/a
Total CLAIMED Points				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.

4.1.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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.

4.2.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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?

4.3.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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 consortium⁹ 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 CONTRACT PARTICIPATION GOALS – PROFESSIONAL SERVICES

Objective

The objective of eThekweni Municipality’s empowerment initiative is to achieve meaningful transformation in all infrastructure projects especially 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) and 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.
- Provisional Sums shall be omitted from the application of CPG goals.

Targeted Enterprise

Persons who are >51% black ownership

Tenderers are required to achieve at least 15% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with the eThekweni Municipality BBBEE policy initiative.

Applicability

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

- Employment of 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 **15% (minimum)** (excluding VAT) excluding the provisional sum items.

Targeted Enterprise (TE)						
Type of Enterprise		Annual Turnover	Black Ownership	Tax Clearance Certificate	Minimum Full-Time Technical Employee	CPG Target
Targeted Enterprise (TE)	Small Enterprise	R5 m ≤ TE ≤ R15 m	> 50%	Required	>6	15% Min
	Micro Enterprise	TE < R5 m	> 50%	Required	>3	

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

Eligibility Criteria for Targeted Enterprise

- The Service Provider must not have equity holding exceeding 20%, either directly or through a flow-through principle
- SARS registration and tax clearance
- Companies & Intellectual Property Commission (CIPC) registration
- Must be >50% Black-owned

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of **15%** is not achieved. The Service Provider shall be penalized as follows:

CPG not achieved in contract	Penalty Factor	Application	Objective
1-15%	0.5	For every percentage CPG not achieved; the CPG amount not achieved in Rands shall be multiplied by the corresponding penalty factor. The factored amount in Rands shall 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.

T2.2.10 JOINT VENTURES AGREEMENTS

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

T2.2.11 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:

T2.2.12 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: _____

T2.2.13 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: _____

T2.2.14 EXPERIENCE OF TENDERER

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts.

The experience of the tenderer will be evaluated and the following shall be noted:

- Only projects completed over the last fifteen (15) years (i.e. 2008 onwards) will be considered in the evaluation.
- Where experience is claimed from joint venture work or where the tenderer’s role was a Sub-Consultant, this may be considered subject to the tenderer having physically carried out the work and can prove that he/she managed quality control and finances (a letter from the Principal Consultant will suffice).
- Ambiguous, vague, or unclear statements made in the tenderers schedule of experience will not be considered.
- Any work not completed by the tendering entity (i.e., by a third party) must be clearly indicated.
- Tenderer to provide technical details of project scope of work on a separate sheet attached hereto. All relevant information must be set out in a logical and concise manner and failure to do so may prejudice the assessment of the tenderer’s experience.

A separate sheet must be completed for each project as per table below:

PROJECT INFORMATION			
Project Description:			
Employer, contact person and telephone number, where available			
Detail of Work Undertaken and Design Components:			
Construction Monitoring (Y/N):			
Duration:			
Contractual Dates:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commenced Month & Year:</td> <td style="width: 50%;">Completed Month & Year:</td> </tr> </table>	Commenced Month & Year:	Completed Month & Year:
Commenced Month & Year:	Completed Month & Year:		
Completed Project Value (excl. VAT):			
Completed Construction value (excl. VAT):			

The scoring of the tenderer's experience will be as follows:

Level	pts	Criterion: Tenderer's Experience
0	0	No information provided / no relevant experience / project/s completed more than fifteen (15) years ago.
1	40	To have successfully completed at least one (1) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 350mm diameter gravity trunk sewer.
2	70	To have successfully completed at least two (2) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 350mm diameter gravity trunk sewer.
3	90	To have successfully completed at least three to four (3-4) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 350mm diameter gravity trunk sewer.
4	100	To have successfully completed at least five (5) project, within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum of 300m length of 350mm diameter gravity trunk sewer.

*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:

T2.2.15 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts.

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members’ / experts’ knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

The evaluation of Experience of Key Staff shall be based on the personnel listed in the table below:

KEY STAFF	FULL NAME AND SURNAME
Project Lead	
Design Engineer	
Resident Engineer	

For quality assurance, each Key Staff must satisfy the compulsory requirements listed in the table below:

KEY STAFF	Compulsory Requirements
Project Lead	BSc Degree/BTech Degree/BEng Degree AND Registration with ECSA as PR Eng/PR Tech Eng
Design Engineer	BSc Degree/BTech Degree/BEng Degree AND Registration with ECSA as PR Eng/PR Tech Eng
Resident Engineer	BSc Degree/BTech Degree/BEng Degree/Diploma AND Registration with ECSA as PR Eng/PR Tech Eng is preferred but not compulsory

Note:

1. The personnel listed under key staff above are expected to occupy their respective roles during the execution of the proposed works. Should any key staff member change during the contract then the Employer shall request CVs of new key staff who are required to meet the experiential and educational benchmarks as set out in the tender data. The Employer shall reserve the right to withhold or reduce payment or suspend the works for failure to comply with the above requirement.
2. It is a strict requirement that each key staff proposed fulfills one position only. Should personnel be proposed for more than one position only the first position will be considered as part of the evaluation.
3. Certified copies of certificates supporting qualifications and registrations claimed for must be attached otherwise the key personnel will not be considered as part of the evaluation.

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature				
Key Personnel	Qualification (Compulsory)	Registration	Relevant Experience	Scoring Allocation (years of relevant experience)
Project Lead	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is compulsory.	Projects management experience on projects relating to wastewater/water bulk infrastructure or stormwater gravity pipelines.	< 5 = 0 points ≥ 5 <10 = 40 points ≥ 10 <15 = 70 points ≥ 15 <20 = 90 points ≥ 20 = 100 points
Lead Design Engineer (Civil)	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is compulsory	Design experience on projects relating to wastewater bulk sewage infrastructure which would include a minimum 250mm diameter and 300m long gravity main.	< 4 = 0 points ≥ 4 <8 = 40 points ≥ 8 <12 = 70 points ≥ 12 <15 = 90 points ≥ 15 = 100 points
Resident Engineer	BSc Eng or BEng or BTech in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist with ECSA is preferred but not compulsory	Experience on undertaking contract administration and construction monitoring on wastewater bulk sewage/stormwater infrastructure which would include a minimum 250mm diameter gravity trunk main.	< 4 = 0 points ≥ 4 <8 = 40 points ≥ 8 <12 = 70 points ≥ 12 <15 = 90 points ≥ 15 = 100 points

*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:

T2.2.15 EXPERIENCE OF KEY PERSONNEL- QUALIFICATIONS AND EXPERIENCE OF PROJECT LEAD

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname			
ID/ Passport No.:		Age:	

Tertiary Institution Attended			
Relevant Qualification/s Obtained (and year)			
Name of Professional Institution Registered with:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience		

Note:

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

*I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

*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:

T2.2.15 EXPERIENCE OF KEY PERSONNEL- QUALIFICATIONS AND EXPERIENCE OF LEAD DESIGN ENGINEER (CIVIL)

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname			
ID/ Passport No.:		Age:	

Tertiary Institution Attended			
Relevant Qualification/s Obtained (and year)			
Name of Professional Institution Registered with:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience		

Note:

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

*I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

*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:

T2.2.15 EXPERIENCE OF KEY PERSONNEL- QUALIFICATIONS AND EXPERIENCE OF FULL TIME RESIDENT ENGINEER

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname			
ID/ Passport No.:		Age:	

Tertiary Institution Attended			
Relevant Qualification/s Obtained (and year)			
Name of Professional Institution Registered with:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience		

Note:

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

*I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

*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:

PROPOSED SUB-CONSULTANTS

Where a nominated Key Personnel is a sub-consultant, then the company profile and relevant experience list for that company must be provided.

No.	Name, Address and Contact Details of the Proposed Sub-Consultant	Nature and Extent of Work to be Undertaken by the Sub-Consultant	Previous Experience with the Sub-Consultant
1			
2			
3			
4			
5			
6			

*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 PROPOSED PROGRAMME

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts.

The Tenderer shall prepare a Proposed Programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. The programme must be based on the completion time as specified in the Contract Data and must show the critical path

The Tenderers shall familiarise themselves with the evaluation criteria listed below as well as the guideline programme up to Stage 4 included as Annexure A and submit a Proposed Programme that shall be used in the determination of the functionality score.

Tenderers must attach their proposed programme to this page.

The scoring of the approach paper will be as follows:

Criterion: Proposed Programme	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The programme does not adequately deal with the critical characteristics of the project or the plan and manner in which risk is to be managed.
Level 2	Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with the period of performance. Programme must show the critical path.
Level 3	In addition to the requirements of level 3, the programme covers all activities, meetings, requirements and is sufficiently flexible to accommodate changes that may be required during execution within project completion time.
Level 4	In addition to the requirements of level 4, the program covers all activities, meetings, requirements and accommodates changes and details ways to improve the overall project outcome within the completion time.

*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:

T2.2.17 APPROACH PAPER

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts.

Tenderers must explain their understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Criterion: Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
Level 4	100 pts	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

*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: **PSC2022-001**

Contract Title: **Provision of Consulting Services for the Design and Contract Supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.**

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

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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

This Form will be completed by the Employer

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

- 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: Godfrey Msani

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

- Telephone : 031-311-8162
- e-mail : Godfrey.msani@durban.gov.za

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

1 The Project is : **PSC 2022-001**
: **Provision of Consulting Services for the Design and Contract Supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.**

1 Period of Performance : **36 Months (3 years)** from the contract start date (including weekends, national public holidays and the Builder's Break). Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **Date of receipt of signed completed contract document, including schedule of deviations (if any), by the service provider.**

3.4.1 Communications by e-mail is permitted provided confirmation thereof is acknowledged by the recipient within 2 days.

3.5 The location for the performance of the Project is: **Umhlanga**

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

- 3.12 The penalty per Day payable is: **R 3 000.00**.
- 3.15.1 The programme shall be submitted within **21 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 time-based fees shall not be adjusted for inflation.
- 4.7 The Basic Fee tendered is to include for all the duties as defined in the latest version of the ECSA Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act. The time related fees for additional services and disbursements will be paid as tendered
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 10 000 000.00**
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) **Sub-contracting any portion of the works**
 - 2) **Appointment of Sub-Consultants**
 - 3) **Replacing resources allocated to the project**
 - 4) **Additional works of any nature**
- 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 under the Returnable Documents
- 8.1 The Service Provider is to commence the performance of the Services within **21 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded at the end of the performance period. This however does not preclude fulfilment of all obligations under this contract.
- 8.3.3 The costs incurred by the Service Provider to suspend, delay or reactivate the contract due to Force Majeure shall be claimed by the Service Provider on a time cost basis as additional services, on personnel committed to the project at the time of the Force Majeure event.
- 8.4.1 Add the following to this Clause:
- f. Where the Service Provider fails to meet the deliverables in terms of the contract programme.
 - g. Where the Service Provider fails to comply with the minimum Functionality requirements.
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **6 months**.
- 8.4.4 Costs due to termination to be paid to the Service Provider are limited to the following:
- All outstanding costs incurred up to the point of termination.
 - Plus 10% of the remaining value of Normal Services.

Note: This Clause supersedes Clause 4.3.7 of the ECSA Guidelines

- 8.5.1 The period of suspension is not to exceed **6 months**.
- 8.5.2 The costs incurred by the Service Provider to suspend the contract shall be claimed on a time and cost basis as additional services for personnel committed to the project when the notice of suspension is received and the cause for such suspension is of no fault of the Service Provider.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**
- 11.1 The Service Provider may subcontract any work which he has the skill and competency to perform in order to achieve his CPG target (in line with the conditions of clause 5.5).
- 12.1 Interim settlement of disputes is to be by **Adjudication**.
- 12.1.3 Final settlement is by **Arbitration**.
- 12.3.3 The adjudicator is the person appointed by: **Association of Adjudicators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators**.
- 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 **36 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 Service Provider is to ensure that third party cover is catered for under the requirements of 5.4, up to the value stated.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

The Additional conditions of contract are:

- 16 The service provider is paid in accordance with the provisions of the Pricing Data
- 17 The employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm 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.

18 Retention of Service provider fees

The eThekweni Water and Sanitation Unit will be withholding 10% retention of the Service Providers fees until the acceptance of as-built drawings as published in clause 21(2) of the supply chain management policy (December 2018). The unit has detailed requirements covering the submission of electronic and hard copies of as-builts. Tenderers who are not familiar with the standards are required to contact the Employer so that this important aspect can be properly catered for. Half of the retention shall be released upon acceptance of the final as-builts for the construction contract and the remainder upon issue of the Final Approval Certificate for the construction contract.”

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.

Key Performance Indicators (KPIs) shall be agreed by the Employer and Service Provider at the handover meeting and monitored and documented through quarterly performance reports which shall be prepared by the Employer.

C1.2.3.2 EMPOWERMENT INITIATIVE – CONTRACT PARTICIPATION GOAL (CPG)

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 15% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51 percent black owned as highlighted under returnable schedule T2.2.9.

The selection of Sub-Consultants shall be approved by the Service Provider with adherence to the sequence and requirements listed below:

- a) Suitable Sub-Consultants shall be selected from Ward 35 where the project is being undertaken.
- b) In the case where there are no suitable Sub-Consultants in 35, and such is demonstrated by the Service Provider, the Sub-Consultants may be selected from immediately surrounding Wards.
- c) In the case where there are no suitable Sub-Consultants in 35 and surrounding Wards, Sub-Consultants shall be selected from any Ward within the eThekweni region.

The objective of eThekweni Municipality's empowerment initiative is to achieve meaningful transformation in all infrastructure projects, especially within the built environment for construction and professional services, through the following:

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

The Service Provider must confirm that the above requirements have been adhered to. The Service Provider shall be responsible for providing suitable mentorship and guidance to the Sub-Consultants and will be responsible for the quality of work produced.

Proof of payment to Sub-Consultants will be required to verify that the minimum CPG target has been achieved. For each payment invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly outlined (where applicable) to enable CPG targets to be efficiently monitored.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding Provisional Sum allowances) for every 1% of CPG not achieved.

C1.2.3.4 **MILESTONE PAYMENTS**

Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon design milestones at the commencement of the contract. The Service Provider is required to meet these milestones on a weekly/monthly basis (whichever is agreed upon at the time of inception).

The Service Provider shall submit progress reports at the end of the agreed period outlining the Service Providers progress in relation to the design milestones. Should the Service provider fail to meet these milestones, the Employer is entitled to charge penalties as per the Contract Data.

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

C 2.1.1 GENERAL

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This shall include all items necessary and incidental to providing the Services, including appointment, management and payment of Sub-Consultants.

The Pricing Schedule forms part of the Contract Document and must be read and priced in conjunction with all other documents comprising the Contract Document, which include the Tender Data, Conditions of Contract, Scope of Work and any applicable drawings and documents.

C 2.1.2 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities provided in the Bill of Quantities (BILL) are estimates only and subject to re-measuring 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 and the quantities finally certified for payment. All tendered rates shall remain fixed irrespective of the extent of variation between measured/final quantities and estimated quantities.

C 2.1.3 PRICING OF THE BILL OF QUANTITIES

Only numeric values shall be used to complete the Pricing Schedule. The use of alphabets will not be accepted, and any items tendered as "Incl", "Nil", etc. will be replaced with a zero numeric value. Any items left blank for which a value should have been tendered will be treated as having a zero rate and amount.

C 2.1.3.1 Part 1: Normal Services

The basic fee for normal services shall be a tendered percentage of the estimated construction cost of the works as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

The fee for normal services shall be a tendered as a lump sum per stage.

The Tenderer shall attach a breakdown of time and costs(rates) used to arrive at the tendered lump sum.

This fee (which shall cover all stages of the project deliverables) shall be determined taking into consideration all general and specific factors applicable to the project (in terms of Clause 4.3 of the Guidelines) as well as all documents and drawings supplied by the Employer and forming part of the enquiry document.

The fee shall also include for the following:

- All plotting, printing and copying of necessary drawings and documents up to Stage 3.
- All travelling necessary to and from the Site of the Works during all stages of the project by all staff other than those responsible for construction monitoring.

- Security necessary during route/site inspections at all stages of the project by staff other than those responsible for construction monitoring.
- The Service Provider shall not be entitled to recover any internal administration, 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 Works Document entitled 'Rates for Reimbursable Expenses' as published on their website, whichever is the lesser.

The service providers proportioning of their normal services in the bill of quantities must be guided by table 4.3.6 of the guideline and the employer reserves the right for negotiation/justification of proportioning that is significantly variant to the reference table in the guidelines.

C 2.1.3.2 Part 2: Disbursements

Provisional Sums

Provisional sums are provided in the BILL and work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the BILL and in the Summary of the BILL unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the BILL, or to provisional percentages and sums in the Summary of the BILL, will be treated as arithmetical errors.

Note:

- The Tenderer's mark-up on provisional sums must include for all effort associated with the execution and completion of such work in terms of Clause 3.1. of the ECSA Guideline.
- The value of work to be completed under provisional sums shall be agreed with the Employer before execution of any works.
- All time-based costs shall be limited to the tendered rates under Part 4: Additional Services.

C 2.1.3.3 Part 3: Plotting, Printing and Copying

The tendered rates for plotting, printing and copying drawings shall be on a cost to company basis and payment shall be based on the number of final drawings produced by the Service Provider and will be strictly limited to the following:

Stages 1 to 3	: No payment. Tenderers to make allowance for these in the basic fee.
Stage 4	: Payment to suit number of copies required for tender purposes.
Stage 5	: 4 Copies.
Stage 6	: 3 Copies

The Tenderer shall be responsible for the costs of any other (ad-hoc) plotting/printing/copying of drawings that he requires to complete his designs. Where applicable, authorisation shall be sought from the Employer for any colour plotting and copying of drawing sizes A1 and greater. The Tenderer shall set up a system to substantiate the number of copies and plots claimed monthly. This system shall be to the approval of the Employer.

C 2.1.3.4 Part 4: Additional Duties

a) TIME BASED FEES

The tenderer shall tender hourly rates for the lead staff listed in this part and the tendered rate shall cover all expenses, overheads and mark-ups applicable for the personnel specified.

Items have also been allowed for Category A to Category D salaried professional or technical personnel.

Note:

- Work to be completed under this part shall first be approved the Employer in writing.
- Where approval is given, the Service Provider shall be required to keep daily records which shall briefly describe details of work undertaken by professional Personnel and the corresponding time (to the nearest ½ hour) spent.
- These records shall be checked by the Service Provider for completeness and correctness and thereafter submitted to the Employer for approval, no later than the third working day of the following week.

C 2.1.3.4 Part 5: Construction Monitoring

a) Construction Monitoring: Personnel

The tenderer is to tender monthly rates for the personal specified. These rates are to be extended through to the Amounts column. The tendered rate is to cover all expenses, overheads and mark-ups applicable for the personal specified. This contract requires **Level 3** 'Full-time Construction Monitoring' by a Resident Engineer and Junior Resident Engineer representative. Note project specifications details the requirements for this staff.

When tendering the monthly rates for the personnel due consideration must take into account estimated start of construction of the project relative to the project programme taking into account the design stages and the environmental approvals (EIA and WULA) required for the project.

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. Staff rates for Graduate Engineer/Technician are to be in accordance with Schedule 2 – Learnership Allowances from the latest National Minimum Wage rates. All travelling associated with construction monitoring shall be paid for separately and an item has been allowed for this in the Pricing Schedule.

b) Construction Monitoring: Travel

Allowances have been made in the Pricing Schedule for travelling costs for designated construction monitoring staff involved in the project (for traveling within the eThekweni Municipal 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 Works 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 at 1 December 2021, the travelling rate was R3.65/km for petrol vehicles and R3.35/km for diesel vehicle.

C 2.1.4 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 initialed by the Tenderer.

C 2.1.5 ARITHMETICAL ERRORS

Arithmetical errors found in the BILL as a result of incorrect arithmetic will be corrected by the Employer at the tender evaluation stage, as set out in the Tender Data.

C 2.1.6 MILESTONE PAYMENTS

Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon project milestones at the start of the contract. The Service Provider is required to meet these milestones on a monthly basis.

The Service Provider shall submit progress reports at the end of the agreed period outlining progress in relation to the agreed milestones.

Progress claims shall be submitted in Microsoft excel format using the standard payment template provided by the Employer.

C2.2 : PRICING SCHEDULE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
1	PART 1	NORMAL SERVICES				
1.1		<u>Civil Engineering Services</u>				
1.1.1		Stage 1 - Inception	Sum	1		
1.1.2		Stage 2 – Concept and Viability	Sum	1		
1.1.3		Stage 3 – Design Development	Sum	1		
1.1.4		Stage 4 – Documentation and Procurement	Sum	1		
1.1.5		Stage 5 – Contract Administration and Inspection	Sum	1		
1.1.6		Stage 6 – Close Out	Sum	1		
Total for Part 1 Carried Forward to Summary						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
2	PART 2	DISBURSEMENTS				
2.1		Topographical and Land Surveys	Prov Sum	1		100 000
2.2		Mark-up on item 2.1	%	100 000		
2.3		Consultant services for Environmental Authorisations and Monitoring including Water Use License Application (WULA)	Prov Sum	1		500 000
2.4		Mark-up on item 2.3	%	500 000		
2.5		Geotechnical Investigations	Prov Sum	1		200 000
2.6		Mark-up on item 2.5	%	200 000		
2.7		Services for Land Acquisitions (where required by the Employer).	Prov Sum	1		30 000
2.8		Mark-up on item 2.7	%	30 000		
2.9		Specialist Sub-Consultants	Prov Sum	1		250 000
2.10		Mark-up on item 2.9	%	250 000		
2.11		Laboratory (on-site set-up and operation)	Prov Sum	1		50 000
2.12		Mark-up on item 2.11	%	50 000		
2.13		Employment of Health and Safety Agent.	Prov Sum	1		200 000
2.14		Mark-up on item 2.13	%	200 000		
2.15		Institutional and Social Development (ISD) Consultant.	Prov Sum	1		1 500 000
2.16		Mark-up on item 2.15	%	1 500 000		
2.17		Courier Services	Prov Sum	1		1 000
2.18		Mark-up on item 2.17	%	1 000		
2.19		Advertisement publication	Prov Sum	1		5 000
2.20		Mark-up on item 2.19	%	5 000		
Total for Part 2 Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
3	PART 3	PLOTTING, PRINTING AND COPYING				
3.1		<u>Plotting on 80 g/m2 paper:</u>				
3.1.1		A0 black	No.	300		
3.1.2		A0 colour	No.	50		
3.1.3		A1 black	No.	100		
3.1.4		A1 colour	No.	50		
3.1.5		A2 black	No.	100		
3.1.6		A2 colour	No.	50		
3.2		<u>Printing on 80 g/m2 paper:</u>				
3.2.1		A3 black	No.	100		
3.2.2		A3 colour	No	50		
3.2.3		A4 black	No	2000		
3.2.4		A4 colour	No	500		
3.3		<u>Copying on 80 g/m2 paper:</u>				
3.3.1		A0 black	No.	200		
3.3.2		A1 black	No.	50		
3.3.3		A2 black	No.	100		
3.3.4		A3 black	No.	50		
3.3.5		A4 black	No.	1000		
3.4		<u>Plotting of as-built drawings on plastic film:</u>				
3.4.1		A0 black	No.	100		
3.4.2		A1 black	No.	50		
Total PART 3 Carried Forward to Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
4	PART 4	ADDITIONAL DUTIES (Authorised by The Client)				
4.1	PS 1.2	Project Lead	Hours	80		
4.2		Lead Design Engineer	Hours	80		
4.3		Category A salaried professional or technical Personnel.	Hours	40		
4.4		Category B salaried professional or technical Personnel	Hours	40		
4.5		Category C salaried professional or technical Personnel	Hours	40		
4.6		Category D technical Personnel	Hours	80		
Total PART 4 Carried Forward to Summary						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R)
5	PART 5	CONSTRUCTION MONITORING				
5.1	C 2.1.3.4a	Resident Engineer	Months	12		
5.2	C 2.1.3.4a	Junior Resident Engineer representative	Months	12		
5.3		Allowance for mentorship and employment of Graduate engineer/technician into Professional Team from the Ward for Construction monitoring.	Months	12		
5.4	C 2.1.3.4b	Travelling to and from the Site of the Works by motor vehicle up to 1550cc for duration of construction for staff responsible for construction monitoring i.e., designated staff (item (5.1, and 5.2)	Km	50 000		
Total PART 5 Carried Forward to Summary						

SUMMARY OF SCHEDULE OF QUANTITIES

PART 1: NORMAL SERVICES	R.....
PART 2: DISBURSEMENTS	R.....
PART 3: PLOTTING, PRINTING AND COPYING	R.....
PART 4: ADDITIONAL DUTIES	R.....
PART 5: CONSTRUCTION MONITORING	R.....
TOTAL EXCLUDING VAT	R.....
VALUE ADDED TAX (15%)	<u>R.....</u>
TOTAL INCLUDING VAT CARRIED TO FORM OF OFFER	<u>R</u>

NAME : (Block Capitals)

SIGNATURE : DATE:

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

PART C3 : SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.2 BACKGROUND

The proposed project entails the upgrading of approximately 2,8km of the Gateway 1 and Gateway 2 Trunk Sewer Mains in the Umhlanga Town Ridge Centre (URTC) in the Northern region of the eThekweni Metropolitan area. These upgrades are as a result of increased development rights being approved for the expansion of this development. Certain critical sections along the Gateway 1 and Gateway 2 trunk sewer require their capacities to be upgraded in order for the system to accommodate the anticipated total future sewer peak flows of the fully developed URTC. These critical sections to be upgraded vary in pipe diameter from a 160mm HDuPVC to 450mm AC mains.

The purpose of the project is to allow for a Professional Service Provider to conduct a feasibility study, recommend the scope of upgrades required, design, and supervise the construction of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.

C3.1.2 EMPLOYER'S OBJECTIVES

To upgrade the capacity of the existing trunk sewer and cater for the anticipated future flows within the Umhlanga Ridge Town Centre Development.

C 3.1.3 PROJECT STAKEHOLDERS

The identified project stakeholders include but are not limited to the following:

- eThekweni Design Branch
- eThekweni North Region Operations
- eThekweni Corporate Health and Safety Department
- eThekweni Institutional and Social Development (ISD) Facilitator
- Institutional and Social Development (ISD) Facilitator
- Appointed Stakeholder Management Expert.
- The Appointed PSP
- The Appointed Contractors

The role and responsibility of the eThekweni Stakeholders are listed in the table below.

Stakeholder Name	Role/Responsibility
Design Branch	<ul style="list-style-type: none">• Project Management• Responsible for co-ordination of Employer's project team• Responsible for liaising with the PSP• Responsible for Employer's Contract Administration• Inputs into the Scope and Specifications for the civil engineering designs• Co-ordination and approval of tender documentation

eThekwini North Region Operations	<ul style="list-style-type: none"> Inputs into the Scope and Specifications for the temporary bypass and proposed upgrades
EThekwini Health and Safety Department	<ul style="list-style-type: none"> Responsible for all Water and Sanitation Construction Health and safety components of a project thus will be the health and safety agent for the project representing the client. Any health and safety appointment for construction for the project is required to be approved by the Department if required.

C3.1.4 DESCRIPTION OF SERVICES

This contract comprises the duties described in clause C3.4.2 (but not limited to) for the investigation, design and construction supervision of the Proposed Upgrades of the Umhlanga Ridge Trunk Sewer.

C 3.1.4.1 Overview of the Scope of Work for the Contract

The Scope of Work to be undertaken by the PSP under this Contract includes but is not limited to the following:

- All identified studies and assessments
- Appointment and management of specialist sub-consultants to undertake required studies, investigations and assessments.
- Preparation, management and submission of documentation and reports required for all the required Environmental Authorisations required for the project (Included but not limited to Environmental impact assessment and water use licence requirements.
- Detailed design of all associated civil, reticulation sewer pipelines, trunk sewers, existing sewer connections and temporary bypasses.
- With reference to the above scope of work complete all civil designs, calculations and data sheets.
- Prepare quotation/tender documents to municipal standards for the appointment of sub-consultants.
- Evaluation of quotation/tender documents with the Client.
- Preparation of tender drawings and document for the appointment of a contractor.
- Evaluation of construction tender submissions with the Client.
- Undertake construction monitoring and all relevant contract administration work.
- Prepare project close out report, including all quality control and assessment reports.
- Preparation and submission of As-Built drawings.

C3.1.4.2 Overview of the PSP Duties

The professional duties to be performed in terms of this contract by the Professional service provider (PSP) will be as defined in the latest version of the Engineering Guideline for Services and Processes for Estimating Fees for persons registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

The Guideline issued by ECSA under Section 34(2) of the Engineering Profession Act, 2000 (Act 46 of 2000) provides guidance for determining the services to be provided on projects and to facilitate estimations of appropriate fees.

The Scope of Services to be provided by the PSP on this project includes but is not limited to the following:

- Planning, Studies, Investigations and Assessments
- Normal Services
- Additional Services

The PSP will also be required to undertake Work and or services related to the Employers targeted procurement that could entail, but is not necessarily limited to any or all the following:

- Incorporation of any targeted participation goals and training outcomes,
- The measuring of key participation indicators,
- The selection, appointment and administration of participation and;
- Auditing compliance with the above by any contractors and/or professional consultant.

C.3.1.4.3 Description of Normal Services for the Contract

The stages of “Normal Services” applicable to this contract include:

- Stage 1 – Inception
- Stage 2 – Concept and Viability
- Stage 3 – Design Development
- Stage 4 – Documentation and Procurement
- Stage 5 – Contract Administration and Inspection (including Trail Operation Period)
- Stage 6 – Close Out

As per the Guidelines the following services are also included under normal services:

- Engineering Management Services
- Financial Administration

Note: The Employer shall reserve the right to permanently suspend, or terminate, work on this project at any of the stages. In this event no additional fees, or other costs, will be payable. In this event the PSP will be entitled to payment as per the Conditions of Contract.

C.3.1.4.3.1 Stage 1 – Inception

The deliverables required from the PSP includes but is not limited to the following:

- A project kick-off meeting
- Engagement with Employer’s staff to refine the Employer’s requirements
- Appointment of Sub-Consultants
- Appointment of specialist Consultants and Stakeholder Management Expert

The requirements of the PSP with regards to Specialist Consultants and Stakeholder Management Expert include but this not limited to the following:

- Preparation of a Request for Quotation (RFQ) document in consultation with the Employer
 - Obtain a minimum of 3 quotations (where possible) for the specialist consultant (depending on the value of this work this may have to be publicly advertised)
 - Assessment/Evaluation of the quotations and recommendations for appointment of the most suitable Consultant to the Employer
 - Appointment of Specialist Consultants
 - Managing the Programme and performance of the Specialist Consultants
 - Preparing payment certificates for Specialist Consultants
 - All other work identified by the Employer with regard to Specialist Consultants
- Identification of Studies Investigations and Assessments
 - A Detailed Inception Report which should as a minimum include the following:
 - Scope of Work

- Technical Approach and Methodology
 - Quality Assurance Plan
 - Health and Safety Plan
 - Land Ownership Assessment
 - Project Organogram including details of all proposed sub-consultants
 - Detailed Programme including approvals and licensing requirements
 - Detailed budgets and cash flows for the contract
 - Information required
- Site assessment report which should as a minimum include the following:
 - Site assessment for civil, instrumentation and control, mechanical and electrical work
- Inception Report which should as a minimum include the following:
 - General civil and structural building scope description
 - Civil, structural and building design criteria, standards and philosophy
 - Environmental status report

The PSP may only commence with Stage 2 upon approval of the Inception Report by the Employer.

C.3.1.4.3.2 Stage 2 – Concept and Viability

The professional service provider (PSP) will be required to do a Concept Design Stage report to investigate the sizing of pipelines for the catchment under consideration and submit a proposal of alternative pipeline routes (if required) giving detailed cost and feasibility comparisons taking into account all environmental considerations.

The deliverables required from the PSP for the includes but is not limited to the following:

A Concept Civil Engineering Design Report which should as a minimum include the following:

- Engagement with Employer's staff to refine the Employer's requirements
- Plans showing locations, routes, aerial photography, 2 metre contours and cadastral boundaries (desktop level, except where difficult terrain or other circumstances make site inspections necessary)
- Long sections of proposed trunk sewers
- GIS shapefile/s for sewer routes and pump station locations
- Photographs showing significant features of routes and locations
- Comparative capital costs for each site, ensuring all costs are like for like (first order estimates)
- Preparation and submission of Environmental Impact assessment and Water Use Licence for approval to the required government departments.
- Site layout of pipelines, structures and access routes
- Basic sections and details
- Required to obtain all the necessary wayleaves for the route selected for all the required trunk sewers

The PSP may only commence with the Preliminary Design upon approval of the Concept Design Report by the Employer and with Stage 3 upon approval of the Preliminary Design Report by the Employer.

C.3.1.4.3.3 Stage 3 – Design Development

The deliverables required from the PSP includes but is not limited to the following:

- A Detail Design Report with all necessary engineering design calculations and checks, including hydraulic calculations, to ensure the adequacy and accuracy of the design completed by the tenderer.
- Trunk Sewer Pipe Material Description and reasons for selection
- Storm water management
- Results of studies, investigations, and specialist work
- Drawings: general layout and detail drawings, pipeline long section drawings
- Detailed Cost Estimate (-5% to +10%)
- Draft Specifications

The PSP may only commence Stage 4 upon approval of the Detailed Design Report by the Employer.

C.3.1.4.3.4 Stage 4 – Documentation and Procurement

The deliverables required from the PSP includes but is not limited to the following:

- Tender Documentation which should as a minimum include the following:
- Procurement Documents
- Prepare quotation/tender documents to municipal standards for the appointment of sub-consultants
- Tender/Construction Ready Drawings
- Priced Bill of Quantities
- Final Specifications
- Attendance at Site clarification meeting
- Attend to tender Queries and issue of Addenda
- Tender Evaluation Report

The PSP may only commence Stage 5 upon approval of the Tender Documentation by the Employer and completion of the Clients Supply Chain Management Process.

Note: It should be noted that the timeframe from tender advertisement to tender award may be a minimum of 6 months.

C.3.1.4.3.5 Stage 5 – Contract Administration and Inspection

The deliverables required from the PSP includes but is not limited to the following:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawings register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s)
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities
- Review and Approval of all the Contractor's Designs and Construction Drawings

Construction Supervision (level 3):

This contract requires construction monitoring by a competent: Project Manager/Lead, 'Full-

time Construction Monitoring” by a Resident Engineer, and a Junior Resident Engineer Representative. Construction monitoring costs tendered shall include total annual cost of employment; mark up factor, traveling and disbursements costs to carryout Level 3 construction monitoring.

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

- i. Project Manager/Lead (Level 3)
- ii. Full Time Resident Engineer (Level 3)
- iii. Junior Resident Engineer (Level 3)

Table below defines the minimum requirements for the experience for the construction monitoring staff:

Key Personnel	Qualification (Compulsory)	Registration	Relevant Experience
Full time Resident Engineer	Degree or Diploma in civil engineering from an ECSA accredited tertiary institution.	Registration as professional Engineer/Technologist is preferred but not compulsory	Experience on undertaking contract administration and construction monitoring on wastewater bulk sewage/stormwater infrastructure which would include a minimum 250mm diameter gravity trunk main/or rising main
Junior Resident Engineer	Degree or Diploma in civil, engineering from an ECSA accredited tertiary institution.	None	2 years' experience on undertaking contract administration and construction monitoring on. Projects relating specifically to municipal wastewater pipelines and/or rising mains.

C.3.1.4.3.6 Stage 6 – Close Out

The deliverables required from the PSP includes but is not limited to the following:

- Valuations for payment certificates
- Works and final completion lists
- As-built drawings and documentation
- Final accounts
- Close out report

C3.1.4.4 PAYMENTS

All items will be paid on completion of that item, hours worked or costs incurred.

C3.1.4.5 TERMS OF REFERENCE FOR STAKEHOLDER MANAGEMENT EXPERT

The SME practitioner will be expected to have a basic understanding of project management from the strategic point of view. S/he will be expected to undertake the following functions in the project:

- Undertake a rapid mapping of all stakeholders relevant to guiding and supporting the project with regards to implementation of the project.
- Develop and maintain a database of stakeholders. Identify and engage all stakeholders that are interested and affected by the projects such as civil society organizations, business chambers, business associations as well as other government departments such as the Transport Authorities, Department of Water and Sanitation, Department of Health, Department of Education and others and business associations.
- Establish Project Steering committees (stakeholder engagement forums), capacitate them and develop and maintain a jointly owned commitment register.
- Stay in control and manage third party engagements in the project, e.g. contractors, supporting government institutions, interest groups, etc. and track changes in the quality of stakeholder relationships.
- Develop a project specific stakeholder consultation strategy as part of project cycle management plan.
- Develop a stakeholder's communication strategy for the project s/he is attached to.
- Support technical teams to gain access to in communities and privately owned properties where bulk water lines cut through multiple communities/properties.
- Ensure that political and social dynamics in the project are dealt with in a healthy manner and ensure that the project sponsors get information timeously
- Mainstream national development priorities, mainly enterprise development and skills development into the project. In other words, co-ordinate support the local emerging contractors and service providers to participate/benefit from the project. This may include engaging with other departments within the Municipality that are responsible for Local Economic Development (LED and SMME development).
- Support the community liaison and ISD functions in order to ensure that stakeholders do not block but support the project.
- Prepare and schedule PSC meeting to get stakeholder engagement reports.

C.3.1.4.6 ENVIRONMENTAL MANAGEMENT

The National Environment Act (NEMA) regulates the balance between development and the environment thus it is necessary that environmental considerations are taken into account during various stages of the contract. The Consultant is to provide an Environmental Control Officer to officiate compliance with the environmental regulations. The responsibilities of the ECO include (but not limited to);

- a) Ensuring all the necessary environmental authorizations and permits are obtained and confirming that the activities on the site comply with legislation;
- b) Writing and/or advising on method statements for activities that would occur in especially sensitive environments and assisting the Principal Contractor in finding environmentally responsible solutions to problems;
- c) Inspecting the construction site and surrounding areas regularly with regards to addressing issues of concern that may have a negative impact on the environment.
- d) Ensuring a proactive and effective implementation of environmental management plan and following up on remedial action;

- e) Prepare an environmental snag-list and close out report after the construction & rehabilitation phases are completed.
- f) Ensuring all the necessary environmental authorizations and permits are obtained and confirming that the activities on the site comply with legislation;
- g) Writing and/or advising on method statements for activities that would occur in especially sensitive environments and assisting the Principal Contractor in finding environmentally responsible solutions to problems;
- h) Inspecting the construction site and surrounding areas regularly with regards to addressing issues of concern that may have a negative impact on the environment.
- i) Ensuring a proactive and effective implementation of environmental management plan and following up on remedial action;
- j) Prepare an environmental snag-list and close out report after construction.

C 3.1.4.7 LAND ACQUISITION COORDINATION

Co-ordination and management of processes to ensure timeous land acquisition and the sequencing of construction activities to ensure that delayed land occupation does not have negative contractual effects. The team will be responsible for coordination between Ethekewini Real Estates Department, affected landowners, valuers, attorneys and other stakeholders to enable appropriate land occupation. The exact amount of land to be acquired will be confirmed at detailed design phase.

C3.1.4.8 COMMUNITY LIAISON

The initiation, development and execution of a well-defined communication strategy will be crucial to the successful implementation of the project. The objective of the communication strategy is to manage information about the project, public perception, potential risks and stakeholder expectations. It is also essential that internal project communication also forms an integral part of the overall project communication plan. The communication consultant, who will report to the project manager, will be responsible for defining and executing of the communication plan.

Professional service includes but not limited liaison with stakeholders, but also includes conducting a geotechnical investigation, conducting a full survey, design, produce construction drawings prepare a tender document and appoint a contractor.

C 3.1.4.9 STAKEHOLDER MANAGEMENT AND REPORTING

The consultant is required to liaise with all affected parties or stakeholders and submit to the Client any agreements which may be necessary for this contract. Owners of affected properties, DWS and EDTA. All work being undertaken shall be submitted for approval by the relevant Departments. These include, but are not limited to:

- Roads Provision Department
- Coastal, Storm water and Catchment Management Department
- Telkom/Neotel and other service providers
- eThekwini Electricity Department
- Department of Parks and Recreation

The main consultant must be able provide a geotechnical report, full survey, agreements (any P.T.O), any other information that may be acquired by any stakeholder.

The main consultant will be required to:

- a) to have an office space where they will be performing all their duties.
- b) report on the progress on monthly meetings and provide monthly minutes.
- c) to submit any reports when required to do so by the Client.

The main consultant is required to schedule meetings and report monthly on the progress and provide the Client with Microsoft Project Charts clearly indicating the progress.

All software programmes used by the main consultant must be compatible with programmes used by EWS office.

Any documents which are to be submitted by the consultant and retained by the Client can be in their original form or in a CD's or in a USB. Communication may be via e-mail or hardcopy. Documents requiring formal approval by the Employer (including but not limited to Design Approvals, Tender Evaluations, Payment Certificates and changes to the Contract) shall be printed in hard copy for signature by relevant parties.

The service provider shall retain copies of all correspondence throughout the period of the liability of the Service Provider and its members to the Employer.

C 3.1.4.10 HEALTH AND SAFETY

The service provider shall, on award of the contract, become the Employer's agent in terms of construction regulations 4(5). The duties and responsibilities as the Client's Agent are prescribed in construction regulation 4 in its entity.

C3.1.5 MANAGEMENT

C3.1.5.1 Insurances and Guarantees

The PSP, when notified of the acceptance of his tender, shall provide the insurances and guarantees stipulated in the Contract Data for the duration of the Contract.

C3.1.5.2 PSP's Key Personnel

The PSP is to provide an organogram which includes roles and responsibility for Key Personnel.

Should the PSP's Key Personnel change from what was tendered or at any time during the contract period, the PSP shall immediately inform the Employer and replace these personnel with equally experienced or qualified Personnel to the satisfaction of the Employer. The PSP is to provide the Employer with an updated organogram as well as CV's and qualifications of the replacement team member/s.

C3.1.5.3 PSP's Sub-Consultants

The appointment of sub-consultants must be done as per the Conditions of Contract.

C3.1.5.4 Planning, Programming and Reporting

C3.1.5.4.1 Planning

The PSP shall be responsible for planning the sequence of the work. The PSP shall ensure that all legislated timeframes and Employer's Supply Chain Management timeframes, the Employer's requirements and the Contractor's Programme are taken into consideration when planning the work.

C3.1.5.4.2 PSP Programme

The PSP shall submit updated programmes to the Employer every month in Microsoft Project, Excel and PDF format in hardcopy and soft copy.

The PSP programme shall show:

- The various activities, related to a time scale, for each element of the work, including those of Nominated and/or Sub-Consultants, in sufficient detail to be able to assess progress,
- Critical path activities and their dependencies,
- Key dates in respect of work to be carried out by others,
- Key dates in respect of information to be provided by the Employer and/or others.

The PSP's programme and methodology shall not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.1.5.4.3 Programme Constraints

The PSP must take account of and show the following on his / her programme:

- Time required for approvals by the Employer
- All legislated timeframes
- The time frames for the Employer's SCM processes from approval of tender document to award of contract (Minimum of 8 months from tender close to tender award).
- The timeframes for studies or assessments by specialist consultants
- The requirement for continuous operation of the Works
- The allowable time for shutdowns
- The Contractor's Construction Programme

C3.1.5.4.4 Progress Reporting

The PSP shall submit a written progress report in Microsoft Word and PDF format in hardcopy and softcopy to the Employer before each progress meeting.

The format of the Progress Report shall be agreed on by the Employer and PSP during the Inception Stage.

The PSP shall review his progress each month and should progress lag the latest accepted programme, by more than 4 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time.

If in the opinion of the Employer, such revised programme shall not make up the lost time, the Employer's Agent shall have the right to request the PSP to reorganize his work in a manner which shall ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation shall not be accepted.

C3.1.5.4.5 Meetings

The PSP shall ensure adequate representation at the following meetings during the Contract:

- A project kick-off meeting at the Employers offices or as called by the Employer.
- Site Assessment Meeting if required
- Monthly technical and progress meetings, at Employers or PSP's offices or as called by the Employer, from the commencement of the Performance Period until the end of the Contract.
- Site meetings during the construction phase (a minimum of once a month)
- Close-out meeting
- Other meetings as required by the Employer

The PSP shall record and issue minutes in Microsoft Word and PDF format in hardcopy and softcopy, of all meeting no later than 2 weeks after the meeting.

C3.1.5.5 Progress Claims

Progress claims shall be in Microsoft Excel following the standard template provided by the Employer.

Monthly payments shall apply to this Contract. The Service Provider shall submit monthly progress reports outlining the Service Providers progress.

C3.1.5.6 Method Statements

The PSP shall be required to submit all Method Statements requested by the Employer.

C3.1.5.7 Project Management

The PSP shall institute an approved project management system thought the project lifecycle that shall include but not be limited to the following:

- Time Management
- Cost Management
- Scope Management
- Quality Management
- Integration Management
- Human Resource Management
- Risk Management
- Communication Management
- Procurement Management
- Change Management

C3.1.5.8 Performance Monitoring of Service Providers

Performance Monitoring shall be undertaken as per the eThekweni Municipality “Performance Monitoring of Service Providers, November 2009” Policy. The Key Performance Areas and Key Performance Indicators for Performance Monitoring shall be identified and agreed on by the Employer and the PSP during the Inception Stage.

A performance assessment shall be undertaken once every quarter for the contract duration.

C3.2 STANDARD SPECIFICATIONS

All work shall be taken in line with the appropriate SANS standards. Use of standards other than SANS (where appropriate SANS standards exist) shall be subject to the prior approval of the Employer. All contract documentation shall comply with the Construction Industry Development Board's Standard for Uniformity in Construction Procurement.

The main consultant shall undertake quality control in accordance with accepted best practices and shall provide written procedures for the processes to be followed. The quality management system and quality policy statements shall be as agreed with the project team and the Client.

C3.3 PROJECT SPECIFICATIONS

PS 1. DUTIES

PS 1.1 Normal Duties

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

This Guideline issued by ECSA under Section 34(2) of the Engineering Profession Act, 2000 (Act 46 of 2000) guides the determination of the services to be provided on projects and facilitates estimations of appropriate fees.

The duties in the Form of Agreement applicable to this contract are listed below::

- a) Planning and investigations.
- b) Attendance to project requirements for Occupational Health and Safety.
- c) Manage appointed Sub-Consultants.
- d) Client liaison and stakeholder engagement (including all meetings).
- e) Feasibility report.
- f) Preliminary design report.
- g) Detail design.
- h) Design report.
- i) Tender drawings.
- j) Construction drawings.
- k) Preparation of bid documents and procurement of relevant service providers.
- l) Construction monitoring.
- m) Environmental monitoring and compliance.
- n) Contract administration (including monthly payments).
- o) Dealing with claims.
- p) Quality control and reporting.
- q) Cash flows.
- r) Progress reports.
- s) As-built drawings.
- t) Post installation and commissioning of plant.
- u) Close-out Report.

PS 1.2 Additional Duties

The additional duties to be provided by the Service Provider under the contract are listed below:

- a) Studies and assessments.
- b) Obtain required approvals/authorisations from public authorities, government departments and other

relevant stakeholders. This can be achieved through the appointment of suitable Service Providers. The following necessary authorisations have been identified by the Employer:

- I. Environmental Authorisation (EA) from DEDTEA
 - II. Water Use Authorisation (WUA) from DWS.
- c) Environmental compliance monitoring.
- d) Assist with procedures for acquisition and allocation of land and servitudes (where required by the Employer). The Service Provider may be required to appoint a suitable Land Surveyor to prepare hand plans for the registration of the servitude for both trunk and pumpstations in favour of the Municipality.
- e) Comply with the latest revision of the Employer's Targeted Procurement Policy which shall include, but is not limited to, the following:
- i. Incorporation of any targeted participation goals and training outcomes.
 - ii. The measuring of key performance indicators (quarterly assessments required).
 - iii. The selection, appointment and administration of participation.
 - iv. Auditing compliance with the above by any contractors and/or professional consultant.

PS 2. PROVISIONAL SUMS

The Service Provider must ensure the following procedure is carried out when appointing Sub-Consultants under the contract:

- a) Prepare a Request for Quotation (RFQ) document, in consultation with the Employer, defining functionality requirements, scope of work and BILL.
- b) Advertise tender to the public through the Employer's Notice Board.
- c) Obtain a minimum of 3 quotations.
- d) Assess quotations and recommend the lowest, most responsive tenderer.
- e) Appoint the recommended tenderer.

The Service Provider is required to undertake the following tasks upon appointment of the Sub-Consultants:

- a) Managing the programme and performance of the Sub-Consultants.
- b) Managing and inspecting quality.
- c) Preparing and processing payment certificates.
- d) All other work identified by the Employer with respect to Sub-Consultants.

PS 2.1 Tacheometry Survey

The Service Provider is required to appoint a suitably qualified Surveyor to undertake a full site survey to facilitate detail design.

PS 2.2 Geotechnical Investigation

The Service Provider is required to appoint a suitably qualified Geotechnical Consultant to investigate and confirm existing ground conditions to facilitate detail design and environmental authorisations.

PS 2.3 Environmental Authorisations and Monitoring

The Service Provider is required to appoint a suitably qualified Environmental Consultant to obtain required approvals/authorisations. This shall entail the completion of relevant specialist studies, reports, applications and stakeholder engagement as stipulated by the relevant authorities.

An Environmental Control Officer (ECO) is required during construction phase to ensure compliance with the approved Environmental Management Plan (EMP) and any other requirements stipulated by the relevant authorities. This may include regular audit inspections, reporting and attendance at monthly progress meetings.

The frequency of site monitoring and reporting shall be confirmed on receipt of the environmental approvals.

PS 2.4. Water Use Authorisations (WUA)

PS 2.4.1 Water Use License Application

Water Use Authorisation (WUA) shall be applied for in terms of Section 21 of the National Water Act (Act 36 of 1998) due to, but not limited to, the following reasons:

- a) Section 21 (c): Impeding or diverting the flow of water in a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).
- b) Section 21 (i): Altering the bed, banks, course or characteristics of a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).

All relevant specialist studies and application requirements shall be verified by the Service Provider at the pre-application meeting with DWS.

PS 2.4.2 Environmental Impact Assessment (EIA)

The project proposal shall undergo an Environmental Impact Assessment process in terms of the National Environmental Management Act 104 of 1998 EIA Regulations 2014 and therefore environmental authorisation is required from the Department of Economic Development, Tourism and Environmental Affairs (EDTEA). The Service Provider shall liaise with EDTEA official prior to commencing the proposed construction.

PS 2.5 Services for Land Acquisitions (where required by the Employer)

The Service Provider may be required to appoint a suitably qualified Land Surveyor, to prepare hand plans, for the registration of servitude under the ownership of eThekweni Municipality.

C3.4 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

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 refuse themselves from the procurement process, as appropriate.

Note:

- i) *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 ineptitude that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- ii) *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

(July 2009)
(Third Edition of CIDB document 1014)



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