



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Hard copy versions can be obtained from the Employer at the physical address stated in the Tender Notice and Invitation to Tender, upon payment of the non-refundable fee.

Reference is to be made to
Clause F.1.2 and F.3.2
of the Conditions of Tender.

ETHEKWINI TRANSPORT AUTHORITY

STRATEGIC TRANSPORT PLANNING, PUBLIC TRANSPORT PLANNING

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: **1T-46296**

TITLE: Consulting Engineering Services for the Planning and Preparation of the
IPTN Corridor Route C2 Business Plan.

Issued by: **Error! Reference source not found.**

Date of Issue: **June 2022**

Document Version : 02/03/2022

NAME OF TENDERER :

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- C4.1 Standard Conditions of Tender
- C4.2 Standard Professional Services Contract

PART T1 : TENDERING PROCEDURES
T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to [The eThekweni Transport Authority (ETA) is seeking to appoint a professional service provider/s to develop a business plan to provide detailed guidance for the roll-out of the C2 rail-based corridor of it's Go! Durban IPTN project.]

The Employer is the eThekweni Municipality as represented by: Deputy Head : STRATEGIC TRANSPORT PLANNING,
PUBLIC TRANSPORT PLANNING

Tenders must be submitted on official tender documentation issued in electronic format by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

The physical address for collection of tenders is: <http://etenders.treasury.gov.za/>

A non-refundable tender charge is payable by bank guaranteed cheque made out in favour of the Employer, or cash, and is required on collection of the tender documents: No charge

(F.2.7) There will be a **Non-compulsory virtual** and site inspection with representative(s) of the Employer: **Error! Reference source not found.**
21 June 2022
14:00 PM

(F.1.4) Queries relating to these documents, up to 3 days prior to the close of tenders, may be addressed to the Employer's agent whose contact details are: Minal Singh
031 322 8857 (t)
N/A
Minal.Singh@durban.gov.za

(F.2.13) Tender offers shall be delivered to: Municipal Building,
166 K.E. Masinga Road (formerly Old Fort Road)
DURBAN
and placed in the tender box located in the ground floor foyer

(F.2.15) Tender offers shall be delivered: on or before Friday, 15 July 2022
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are 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 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.1.1 The employer : The Employer for this Contract is the eThekweni Municipality as represented by: [ETHEKWINI TRANSPORT AUTHORITY](#)

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise the documents as per the **INDEX** of this Tender Document.

Tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, and regulations or standard documents, referred to in this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000.
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer's current Supply Chain Management Policy.

F.1.4 The employer's agent : The Employer's agent is :

Name : [Minal Singh](#)
Tel : [031 322 8857 \(t\)](#)
Fax : [N/A](#)
Email : Minal.Singh@durban.gov.za

F.2.1 Eligibility : A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principals 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 stated in the Employer's current SCM Policy;
- (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) 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.
- (f) In the event of a compulsory clarification meeting:
 - The Tenderer fails to attend the compulsory clarification meeting;
 - The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the HEAD : **Error! Reference source not found.**, or his representative.
- (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.

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

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

A Non-Refundable Tender Charge, as stated in the "Tender Notice and Invitation to Tender", is applicable if hard copies are obtained from the Cashier."

F.2.7 Non-Clarification meeting : non-compulsory clarification meeting.

Non-compulsory virtual briefing session will be held on 21 June 2022 with representatives of the Employer via the MICROSOFT TEAMS application. Interested parties must register their intention to attend the briefing session by latest Wednesday, 15 June 2022 by 15h00 to Minal.Singh@durban.gov.za for ETA to send meeting login credentials. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 1 July 2022. Email questions and answers will be consolidated and posted on eTender/Municipality website for the benefit of all tenderers by 08 July 2022.

Date : 21 June 2022

Time : 14:00 PM

Should there be any points that require clarity, queries can be forwarded to: F.1.4 The Employers Agent

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.

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

F.2.13 Submitting a tender offer : The following applies to this tender

- **F.2.13.3:** Tender offers shall be submitted as an original only;
- **F.2.13.3:** Parts of each tender offer communicated on paper shall be submitted as an original, plus [FOUR (04)] copies of two volumes for evaluation purposes containing:

- Volume 1: All deliverables as per section C3.4 Broad Scope of Works and
 - Volume 2: CV's and other information
 - The tenderer is also required to produce an electronic submission on external hard drive as well as submit via email: Tenders@durban.gov.za .
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;
 - **F.2.13.9 :** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

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

Closing Date : [on or before Friday, 15 July 2022](#)

Closing Time : [at or before 11:00](#)

Delivery Address : [Municipal Building,
166 K.E. Masinga Road \(formerly Old Fort Road\)
DURBAN](#)

F.2.16 Tender offer validity : The Tender Offer validity period is 84 Days from the closing time for submission of tenders.

F.2.23 Certificates : Refer to [Part T2.1.2](#) for a listing of certificates that must be provided with the tender.

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 Boardroom, 6th Floor, Municipal Building, 166 KE Masinga Road](#)

F.3.11 Evaluation of Tender Offers : The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act No 5 of 2000.

- The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule;
- The procedure for the evaluation of responsive tenders is **Method 2**;
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the PPPFA.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points** will be that in Cl. F.3.11.3.5(a) and the **Preference Points** will be allocated according to the PPPFA.
- 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:

Quality criteria	Subcriteria	Maximum number of points	Evaluation Schedule(s)
Proposed Approach / Methodology / Programme	Is there a technical approach and detailed methodology showing how the work will be undertaken?	25	See pages 28-33
	Is the methodology logical in its arrangement and sequencing of work elements?	5	See pages 28-33
	Are the costs of the various work streams in proportion to their contribution to the end product?	10	See pages 28-33
Tenderer's Experience	Have the key personnel of the team demonstrated sufficient knowledge with projects of a similar nature and scale	25	See page 34-35
Proposed Organisation And Staffing	Has the team demonstrated that it has the required organisational structure and staffing to successfully deliver the project?	10	See pages 36-37
Experience Of Key Staff	Have the key personnel demonstrated the adequate level of education and experience to successfully deliver the project? (Max Points = 20)	25	See pages 38-42
Maximum possible score for quality (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.

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:

- (a) 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;
- (b) 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;
- (c) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (e) 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.3.18 Copies of contract : The number of paper copies of the signed contract to be provided by the Employer is ONE. Bidders are requested to submit a SOFT COPY of their completed tender submission saved onto a memory stick alongside their hard copy submission

The additional conditions of tender are:

F.2.2.2 (Cost of tendering)

Replace this clause with the following:

"The cost of the tender documents charged by the employer shall be as per the Employer's current SCM Policy / Conditions of Targeted Procurement."

F.2.6 Acknowledge addenda

Add the following paragraphs to the clause:

"Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / 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.2.24 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

F2.25 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.

F.2.26 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.

PART T2 : RETURNABLE DOCUMENTS

T2.1 : LIST OF RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive. The same applies to the Targeted Procurement Schedules.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Authority	13
Declaration of Municipal Fees	16
Compulsory Enterprise Questionnaire	17
 MBD2 : Tax Clearance Certificate Requirements	 19
MBD4 : Declaration of Interest	20
MBD5 : Declaration For Procurement Above R10 Million	22
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	23
MBD8 : Declaration of Bidder's Past SCM Practices	24
MBD9 : Certificate of Independent Bid Determination	26

Technical and Evaluation

Details of proposed methodology/programme including proposed empowerment strategy	28
Details of experience of tenderer	34
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	36
Details of experience of key staff	38

Contractual

Joint Venture Agreements (if applicable)	41
Record of Addenda to Tender Documents	43
Amendments, Qualifications and Alternatives	44
 Form of Offer	 46
Bill of Quantities / Priced Schedule of Activities	54

T2.1.3 Preferential Procurement Schedules and Affidavits

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

- eThekwini Municipality
- City Government
- Administration
- Administrative Clusters
- Finance
- Supply Chain Management
- Accredited Supplier and Contractor's Database.

NOTES

- (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.

T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [12](#) to [55](#)

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the **Non-compulsory virtual meeting** held for all tenderers
at:

(location) **Error! Reference source not found.**

on (date) **21 June 2022**

starting at (time) **14:00 PM**

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 representative,
namely :**

Name :

Signature :

Capacity :

Date :

Time :

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.

In the case of one-man concerns, ID certificates are to be attached.

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached) taken on
..... 20....., Mr/Ms, acting in the capacity of
..... was authorised to sign all documents in connection
with this tender and any contract resulting from it on behalf of the company.

Chairman :

Date :

As Witnesses : 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

..... hereby authorise Mr/Ms,

acting in the capacity of, to sign all documents in connection

with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

..... hereby authorise Mr/Ms,

acting in the capacity of, to sign all documents in connection

with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms , authorized signatory of the company,

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : ***This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.***

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of

the business trading as

Signature of Sole owner :

Date :

As Witnesses : 1.

2.

DECLARATION OF MUNICIPAL FEES

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThewini municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

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

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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"/> 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"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <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"/> an official of any municipality or municipal entity | <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 months

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

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"/> 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"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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 months

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed Date

Name Position

Enterprise Name

MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

MBD 4 : DECLARATION OF INTEREST

1. No bid will be accepted from persons "in the service of the state¹".
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 Full Name of bidder or his or her representative
 - 3.2 ID Number of bidder or his or her representative
 - 3.3 Position occupied in the enterprise (dir, trustee, shareholder²)
 - 3.4 Company registration number
 - 3.5 Tax Reference number
 - 3.6 VAT registration number
 - 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.9.1 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? YES / NO
 - 3.10.1 If yes, furnish particulars

¹ MSCM Regulations: "in the service of the state" means to be –

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

² "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.

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

3.11.1 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

3.12.1 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

3.13.1 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

3.14.1 If yes, furnish particulars

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

Full Name	Identity number	State Employee Number	Personal income tax number *

Signed Date

Name Position

Enterprise Name

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.

Tenderers are to
circle applicable

- | | | | |
|-----|--|-----|----|
| 1.0 | Are you by law required to prepare annual financial statements for auditing? | YES | NO |
| 1.1 | If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |

I, the undersigned, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME : (Block Capitals)

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

MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)

1.0 GENERAL

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Regulations.

1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

Attach the B-BBEE Verification Certificate to the inside back cover of this document.

2.0 DECLARATION

2.1 B-BBEE Status Level of Contribution claimed:
(tenderer to complete)

2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

(i) what percentage of the contract will be subcontracted?%
(tenderer to complete)

(ii) the name of the sub-contractor?
(tenderer to complete)

(iii) the B-BBEE status level of the sub-contractor?
(tenderer to complete)

(iv) whether the sub-contractor is an EME? (circle applicable) YES / NO

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations shall apply.

NAME : (Block Capitals)

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

MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipality's / 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; or
- 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).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to
circle applicable

- 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).

YES NO

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.

If yes, furnish particulars

.....

- 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)?

YES NO

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.

If yes, furnish particulars

.....

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

YES NO

If yes, furnish particulars

.....

Tenderers are to
circle applicable

- 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

If yes, furnish particulars

.....

- 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

If yes, furnish particulars

.....

I, the undersigned, certify that the information furnished on this declaration form 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)

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

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the **Error! Reference source not found.** UNIT, do hereby make the following statements that I certify to be true and complete in every respect:

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; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
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)

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

APPROACH PAPER / METHODOLOGY / PROGRAMME

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 10 pages.

The scoring of the approach paper will be as follows:

PROPOSED APPROACH / METHODOLOGY / PROGRAMME	
<ul style="list-style-type: none"> Is there a technical approach and detailed methodology showing how the work will be undertaken? (Max Points = 25) 	
Score	Description
(score 0)	No Submission
Poor (score 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 methodology is unacceptable.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is managed etc. is too generic. Adequate methodology.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project. Reasonable methodology.
Very good (score 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 methodology is comprehensive.
<ul style="list-style-type: none"> Is the methodology logical in its arrangement and sequencing of work elements? (Max Points = 5) 	
Score	Description
(score 0)	No submission.
Poor (score 40)	The work plan omits important tasks or the timing of the activities and correlation among them is inconsistent with the approach. There is lack of clarity and logic in the sequencing. The workflow provided is unacceptable.
Satisfactory (score 70)	All key activities are included in the work plan, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach. Adequate workflow provided.

Good (score 90)	<i>The work plan fits the approach paper well: all important activities are indicated and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan. Reasonable workflow provided.</i>
Very good (score 100)	<p><i>Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined, indicating that the service provider has optimised the use of resources. The work plan permits flexibility to accommodate contingencies. Detailed workflow provided.</i></p> <p>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.</p> <p>The programme is well thought out and makes allowance for all the key risk areas.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs</p>
<p>• Are the costs of the various work streams in proportion to their contribution to the end product? (Max Points = 10)</p>	
Score	Description
(score 0)	No submission
Poor (score 40)	Unacceptable proportion
Satisfactory (score 70)	Adequate in proportion
Good (score 90)	Reasonably in proportion
Very good (score 100)	Fully in proportion

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

NAME : (Block Capitals)

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

MANDATORY SPECIFICATION : EMPOWERMENT STRATEGY COMMITMENT

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

	<p><u>CONTRACT PARTICIPATION GOAL</u></p> <p>Refer to clauses C3.6.2 and C3.5.10 for detailed explanation of the CPG Empowerment Strategy :</p>									
	<p><u>Notes:</u></p> <ol style="list-style-type: none"> <i>1. Failure to meet the minimum requirements of the Empowerment Strategy (CPG) as stipulated in the specification and /or failure to submit this document at the time of tender will render your tender non-responsive and will be disqualified.</i> <i>2. SUFFICIENT evidence and/or information to prove compliance with the Empowerment Strategy requirements as per tenderer's declaration is required and MUST form part of this tender submission.</i> <i>3. The tendering entity MUST sub-contract or JV partner minimum two Enterprises under the CPG requirement and contracted enterprises MUST be within the Ethekwini Municipality Jurisdiction.</i> 									
1.1	Name of the Contracted Enterprise/s and CPG percentage Offered by the tendering entity	<table border="1"> <tr> <td data-bbox="626 846 1208 1092"></td> <td data-bbox="1208 846 1433 1092" style="text-align: right;">%</td> </tr> <tr> <td colspan="2" data-bbox="626 1092 1433 1230">1.0</td> </tr> <tr> <td data-bbox="626 1230 1208 1488"></td> <td data-bbox="1208 1230 1433 1488" style="text-align: right;">%</td> </tr> <tr> <td data-bbox="626 1488 1208 1803"></td> <td data-bbox="1208 1488 1433 1803" style="text-align: right;">%</td> </tr> </table>		%	1.0			%		%
	%									
1.0										
	%									
	%									
1.2	Proposed work to be performed under the CPG per contracted enterprise.									

1.3		

	<p>Proposed Empowerment Strategy by the tendering entity and/or Work Plan with an emphasis on Skills Transfer.</p>	
2.0	<u>SKILLS DEVELOPMENT</u>	
2.1	<u>Candidate Development Programme</u> Refer to clause 3.5.9 for detailed explanation of the Candidate Development Programme:	

	<p>Graduate Engineers / Technologists / Technicians, currently in the employ of the EThekweni Municipality will be seconded to the successful Service Provider to enable the candidates to obtain the requisite exposure in accordance with the Engineering Council of South Africa, Engineering Professional Development Process. The Service Provider shall be required to provide the necessary exposure, on the project or via placement on another project undertaken by the Service Provider or placement with a consultant other than those involved on the project. The Service Provider shall be responsible to manage the candidates' progression, irrespective of the area of placement.</p> <p>The Service Provider shall be required to assess each candidate's current progression and provide the relevant exposure in accordance with ECSA's Competency Development Standards. These graduates will be rotated as part of the Employer's undertaking with the Engineering Council of South Africa (ECSA). The Service Provider will be required to develop a maximum of 2 candidates during any period within the contract duration.</p>
--	--

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

NAME : (Block Capitals)

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

TENDERER'S EXPERIENCE

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last ten (10) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

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

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken
---	-----------------------------	--	------------------------

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

TENDERER'S EXPERIENCE	
Have the key personnel of the team demonstrated sufficient knowledge with projects of a similar nature and scale? (Max Points = 25)	
Score	Description
<i>(score 0)</i>	<i>No Submission</i>
<i>Poor (score 40)</i>	<i>The team has limited relevant experience. The proposed team is weak in important areas and is unlikely to deliver within the specified timeframe. There is no clarity in allocation of tasks and responsibilities</i>
<i>Satisfactory (score 70)</i>	<i>The team has relevant experience but has not dealt with critical issues specific to the assignment. The technical level and composition of the proposed team is adequate and staffing is consistent with both timing and deliverables. At least 1 project of a similar scale and nature undertaken within the last 10 years</i>
<i>Good (score 90)</i>	<i>The team has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. Besides meeting the "satisfactory" rating, the proposed team is well balanced i.e. it shows good co-ordination, complimentary skills, clear and defined duties and responsibilities and a number of experts. Members of the team have worked together before and have undertaken at least 2 projects of a similar scale and nature within the last 10 years.</i>
<i>Very good (score 100)</i>	<i>The team has outstanding experience in projects of similar nature. Besides meeting the "good" rating, the proposed team is well integrated and members have worked together extensively in the past and undertaken 3 or more projects of a similar scale and nature within the last 10 years</i>

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

NAME : (Block Capitals)

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

PROPOSED ORGANISATION AND STAFFING

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

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

The scoring of the proposed organisation and staffing will be as follows:

PROPOSED ORGANISATION AND STAFFING	
Has the team demonstrated that it has the required organisational structure and staffing to successfully deliver the project? (Max Points = 10)	
Score	Description
<i>(score 0)</i>	<i>No Submission</i>
<i>Poor (score 40)</i>	<i>30% of the team is locally based. Team composition has been included but is incomplete. Distribution of the various tasks has been poorly defined and poorly assigned to the staff.</i>
<i>Satisfactory (score 70)</i>	<i>50% of the team is locally based. Entire team composition has been included. Distribution of the various tasks has been defined and assigned to the staff.</i>
<i>Good (score 90)</i>	<i>70% of the team is locally based. Very well-defined team. Entire team composition has been included. Distribution of the various tasks has been clearly defined and assigned to the staff.</i>
<i>Very good (score 100)</i>	<i>Exceptionally well-defined team. Entire team composition has been included. Entire team is locally based. Distribution of the various tasks has been exceptionally well-defined and assigned to the staff.</i>

NAME : (Block Capitals)

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

[illegible]

EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated based on similar work **undertaken within the Ethekwini Municipal Area**. The key staff members/experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques, local stakeholders etc. must be defined. Preference will be given to local expertise.

The Tenderer must describe precisely and concisely the relevant experience of each of the key staff, **detailing their years of experience in their particular field of expertise**.

The key members of the team doing the work must meet the following minimum requirements in terms of:

Overall Project Management:

- Project Executive: Must be professionally registered as a Pr Eng/Pr Tech (Eng) and preferably shall have at least 10 years demonstrated track record of delivery similar projects. Project management qualification will be an added advantage. BRT and Public Transport Planning transport experience is required.
- Project Manager : Must be professionally registered as a Pr Eng/Pr Tech (Eng)/PMP and preferably shall have least 10 years demonstrated track record of delivery of similar projects. Project management qualification will be an added advantage. The function of the Project Manager is to plan, lead, organise and control the overall project plan. BRT/PT planning transport experience is required.
- Secretariat: supports the Project Manager and is responsible for scheduling of meetings, agendas, minutes, and general record keeping. Must have a minimum of 5 years' experience and be proficient in Microsoft Office.

Technical Expertise of Key Staff

As the nature of this project is multi-disciplinary and it is envisaged that some of the deliverables and tasks, are to run in parallel, **fully resourced teams for each individual deliverable and specialised experts** are required to successfully complete each of the deliverables. The minimum requirements relating to key staff are as per the table below. It must be noted that the tenderer may opt to select a key staff who is from the CPG entity(s) for one or more of the below job titles. **Please note the examples on the table for populating the rest of the table.**

Job Title	² Minimum Qualification Required	Professional Registration Required	¹ BRT experience or ² similar required	Other Key Experience Required	Responsible (Use an "X") to indicate		Percentage	
					Main Service Provider	CPG Partner	Main Service Provider	CPG Partner
Eg. 1 Specialist Public Transport Planner	BSc.(Eng) - Civil	Pr. Eng	Yes	Demonstrate 10 years of experience	X	x	70	30
Eg. 2 Specialist Public Transport Planner	BSc.(Eng) - Civil	Pr. Eng	Yes	Demonstrate 10 years of experience		x		100
Project Executive	BSc.(Eng)/B.Tech(Eng) - Civil Eng	Pr. Eng, or Pr. Tech Eng	Yes	Demonstrate 10 years of experience				
Project Manager	BSc.(Eng)/B.Tech(Eng) - Civil Eng.	Pr. Eng, Pr. Tech Eng/ PMP	Yes	Demonstrate 10 years of experience				
Secretariat	Relevant Tertiary Qualification		No	Demonstrate track record on similar projects				
Traffic And Transportation Specialist/s	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr. Tech Eng	Yes	Demonstrate track record on similar projects				

Transport Modeller	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr. Tech Eng	Yes	Demonstrate track record on similar projects				
Public Transport Planning And Operations Specialist	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr. Tech Eng	Yes	Demonstrate track record on similar projects				
Transport Economist Services	B.Comm (Transport) or Bachelors Degree / Post grad Qualification in Transport Economics		Yes	Demonstrate track record on similar projects				
Geotechnical Engineering Services	B.Sc.(Eng)/ B.Tech(Eng) – Civil Eng.	Pr. Eng, or Pr Tech Eng	No	Demonstrate track record on similar projects				
Architectural Services	B.Sc/B. Tech (Arch)		Yes	Demonstrate track record on similar projects				
Urban Design Services	MTRP /B.Tech (TP)		Yes	Demonstrate track record on similar projects				
Land Use Management/Town Planning Services	Pr Plan		Yes	Demonstrate track record on similar projects				
Transit Orient Development (TOD) Specialist	Pr Plan		Yes	Demonstrate track record on similar projects				
Geometric Design Services	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr Tech Eng	Yes	Demonstrate track record on similar projects				
Roads And Pavement Design Services	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr Tech Eng	No	Demonstrate track record on similar projects				
Structural Engineering Services	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr Tech Eng	No	Demonstrate track record on similar projects				
Civil Engineering Services	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr Tech Eng	No	Demonstrate track record on similar projects				
Environmental Management Services	PrSci.Nat		No	Demonstrate track record on similar projects				
Quantity Surveying Services	Pr QS		No	Demonstrate track record on similar projects				
Universal Access Services		Pr. Eng, or Pr Tech Eng	Yes	Demonstrate track record on similar projects				
Business development specialist			Yes	the business development specialist must have more than 10 years experience in an economic, financial, commercial or business development related field, with demonstrable experience in formulating business development plans from inception to successful implementation.				
Land Valuer			No	Demonstrate track record on similar projects				
Services Co-Ordination			No	Demonstrate track record on similar projects				
GIS Specialists			No	Demonstrate track record on similar projects				

Rail Specialist	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr Tech Eng	Yes	Demonstrate track record on similar projects				
Its Specialist			Yes	Demonstrate track record on similar projects				
Administrative/Junior Technical Staff			No	Demonstrate track record on similar projects				
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 year qualification within the built environment, from a registered University or University of Technology.</p> <p>Note 3: Preferred is BRT experience but experience in PT projects that is "similar" to the BRT concept will be accepted</p>								

Business development specialist – the business development specialist must have more than 10 years experience in an economic, financial, commercial or business development related field, with demonstrable experience in formulating business development plans from inception to successful implementation.

As a minimum, key members of the team must be based in Ethekeini on a full time basis for the duration of the project especially the Project Executive, Project Manager and Secretariat.

Apart from technical expertise to deliver the requirements set out below, the contracted parties must have excellent report writing, verbal and presentation communication skills.

Equally, it is essential that the composition of the team demonstrates a high level of local knowledge and expertise, particularly in respect of legal issues, consultation processes and protocol, and the unique aspects of the local public transport industry.

CVs of the team director, and team leaders of not more than 2 pages each should be contained in Volume 2.

Each CV should be structured under the following headings:

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

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
-------------------------	----------------	--------	---	--

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

NAME :

(Block Capitals)

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

DATE:

EXPERIENCE OF KEY STAFF	
Have the key personnel demonstrated the adequate level of education and experience to successfully deliver the project? (Max Points = 25)	
Score	Description
<i>(score 0)</i>	<i>No Submission</i>
<i>Poor (score 40)</i>	Key staff has limited levels of experience < 5 years experience. (inclusive of 1 - 2 years BRT experience or similar where applicable)
<i>Satisfactory (score 70)</i>	Key staff has reasonable levels of experience 5-7 years experience. (inclusive of 3 - 6 years BRT experience or similar where applicable)
<i>Good (score 90)</i>	Key staff has extensive levels of experience 8-10 years experience. (inclusive of 7-9 years BRT experience or similar where applicable)
<i>Very good (score 100)</i>	Key staff has exceptional levels of experience ≥10 years experience. (≥9 years BRT experience or similar where applicable)

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

NAME : (Block Capitals)

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

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here.

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		

NAME : (Block Capitals)

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

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) **DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

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

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: 1T-46296

Contract Title: Consulting Engineering Services for the Planning and Preparation of the IPTN Corridor
Route C2 Business Plan.

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:

Signature (of person authorized to sign the tender) :

Name (of signatory in capitals) :

Capacity (of Signatory) :

Name of Tenderer (organisation) :

Address :

Witness:

Signature :

Name(in capitals) : :

Date :

Note : Failure of a Tenderer to complete and sign this form will invalidate the tender

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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 : [ETHEKWINI TRANSPORT AUTHORITY](#)

3.4 & The authorised and designated representative of the Employer is: [Minal Singh](#)

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

- Telephone : [031 322 8857 \(t\)](#)
- Fax : [N/A](#)
- e-mail : Minal.Singh@durban.gov.za

The address for the Receipt of communications is: [Error! Reference source not found.](#)

1 The Project is : [1T-46296](#)
: [Consulting Engineering Services for the Planning and Preparation of the IPTN Corridor Route C2 Business Plan.](#)

1 Period of Performance : **24 Months**

1 Start Date : **Kick-off / Inception Meeting**

3.4.1 Communications by e-mail / facsimile **is not** permitted.

3.5 The location for the performance of the Project is : **Ethekweni Municipal Area**

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

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

3.12 The penalty per Day arising out of negligence or poor performance by the service provider and CPG partners for the whole of the services are R 5 000 (Five Thousand Rands) per working day from the

- completion date to final completion.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **04 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- The only travel cost that may be claimed is for travel within the eThekweni Municipal Area. If the appointment requires travel outside the Municipal Area, this will be restricted to approval by the designated official in the ETA prior to the proposed travel. If any travel by aircraft is required, prior written approval is required and the reimbursement of travel cost is restricted to the normal economy class**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services from the date of the **Kick-off/Inception Meeting** when Contract becomes effective.
- 8.2.1 The Contract is concluded when : **all deliverables are produced to the satisfaction of the EtheKwini Transport Authority**
- 9.1 It must be noted that the copyright for all documents and the contents thereof produced in terms of this appointment shall rest with the eThekweni Municipality. No information, databases, documentation, reports, simulation models or any material obtained by the Service Provider (or their sub-consultants) from the eThekweni Transport Authority and on behalf of the eThekweni Transport Authority may be forwarded, copied or given to any person, consultant, organization, without prior written approval of the eThekweni Transport Authority. The service provider (or sub-consultant and /or contractor) will not be permitted to use the contents and data-sets of this project for any other purpose unless requested to do so by the eThekweni Transport Authority. The service provider will also relinquish all data to the client on completion of the work with no copyright restrictions.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Adjudication**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.3.3 The adjudicator is the person appointed by: by the Association of Arbitrators chosen from the panel of adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and South African Institution of Civil Engineering (see www.ice-sa.org.za)
- 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 **01 months** from the date of termination or completion of the Contract.

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:

ACC1 **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.

ACC2 **EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted as part of the CPG requirements of this contract.

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

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p>
1	<p>The Period of Performance is : 24 months</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p>

PART C2 : PRICING DATA

C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1 On the basis of agreed deliverables, milestones and anticipated cash-flows, at the inception of the project. The Municipality reserves the right to retain up to a maximum of 15% of the tendered value, until the project is fully completed.
- C2.1.3 While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015) is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums and prices as applicable.
- C2.1.5 Tenderers are to note that the estimated contract value is based on the current approved budget which is subject to change. Whilst the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Broad Scope of Work and Schedule or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.3 of the Standard Professional Services contract.
- C2.1.7 The per kilometer rate for the reimbursement of travel expenses is based on AA rates and shall be limited to the eThekweni Municipal Area.
- C2.1.8 Unit rates, exclusive of VAT must be provided for all key members of the Service Provider.
- C2.1.9 Payment will be based on deliverables. This proposal requires a detailed breakdown of deliverables and the associated costs, in order for payment to be made upon receipt and approval of a deliverable.

C2.2 : PRICING SCHEDULE

Number	ITEM	AMOUNT (R)	
		Yr. 1 (2022-2023)	Yr. 2 (2023-2024)
1	Project Management		
2	Deliverable 1 : C2 Corridor review and refinement of requirements Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.1		
3	Deliverable 2: IPTN C2 business model Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.2.		
4	Deliverable 3 – Institutional and organizational requirements Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.3		
5	Deliverable 4 – Transitioning of existing services and industry Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.4		
6	Deliverable 5 – Funding and financing models Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.5		
7	Deliverable 6 – Assessment of risks and identifying mitigation measures Milestone: Receipt and approval by ETA of all deliverables and relevant information		

	documents / drawings / designs, as per clause C3.4.6		
8	Deliverable 7 – Implementation Plan for the C2 system Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.7		
9.1	Provisional Amount for Data Collection and traffic surveys	R 1 000 000	
9.2	Specify maximum handling fee relating to item 9.1		
10.1	Provisional Amount for Topographical Surveys	R 1 000 000	
10.2	Specify maximum handling fee relating to item 10.1 (%)		
11.1	Provisions for Geotechnical Investigations	R 1 000 000	
11.2	Specify maximum handling fee relating to item 11.1 (%)		
12	Disbursement	15%	
13	Contingency	15%	
	Sub-Total		
	Vat		
	Total carried to Form of Tender		

NAME :

(Block Capitals)

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

DATE:

PART C3 : SCOPE OF WORK

C3.1 PURPOSE

The eThekweni Transport Authority (ETA) is seeking to appoint a professional service provider/s to develop a business plan to provide detailed guidance for the roll-out of the C2 rail-based corridor of it's *Go! Durban* IPTN project.

A comprehensive Integrated Public Transport Network (IPTN) business plan was developed in 2013 which gave a high level approach to the proposed system including the system design, business and contract arrangements, institutional-organisational arrangements, financial implications, risks and implementation steps.

A business plan is now required to move from the high level full system design, to address the specific requirements for successfully implementing the C2 corridor.

The desired business plan must:

- Address the full C2 trunk-and-feeder network, its associated service and infrastructure requirements, together with land requirements
- Illustrate the strategic business and institutional arrangements to be established for implementing the full C2 system
- Evaluate the overall financial implications and funding strategy(ies) for the project
- Develop the necessary plans to both provide the level of detail required to support implementation of the C2 corridor and to guide the rollout of the corridor.

The remainder of this document provides additional information on which service providers should base their proposals for undertaking this project.

C3.2 BACKGROUND TO THE IPTN AND THE C2 CORRIDOR

The ETA is responsible for the planning, implementation and operation of efficient and effective PT solutions within the eThekweni Municipal Area (EMA). In terms of the National Public Transport Agenda (2007) the ETA is also charged to deliver fully functional integrated public transport networks (IPTN's) that respond to the needs of the users.

In response to these mandates, the ETA has to date completed the wall to wall IPTN Plan for the EMA. The IPTN is the City's long term public transport plan which aims to ultimately be a fully integrated public transport system that provides connectivity and accessibility throughout the EM in an affordable, safe and reliable manner. It comprises nine trunk corridors with an extensive feeder network. To achieve the full IPTN, however, the approach that has been adopted is to build the IPTN in phases. Four phases were defined for the implementation of eThekweni's full IPTN. The nine corridors and the respective phases are represented in **Table 1** and shown graphically in **Figure 1**.

Table 1: Phases of Ethekwni's IPTN

PHASING	
Phase 1	C3
	C9
	C1
	C2 (Rail)
Phase 2	C5, C7
Phase 3	C4, C8
Phase 4	C6

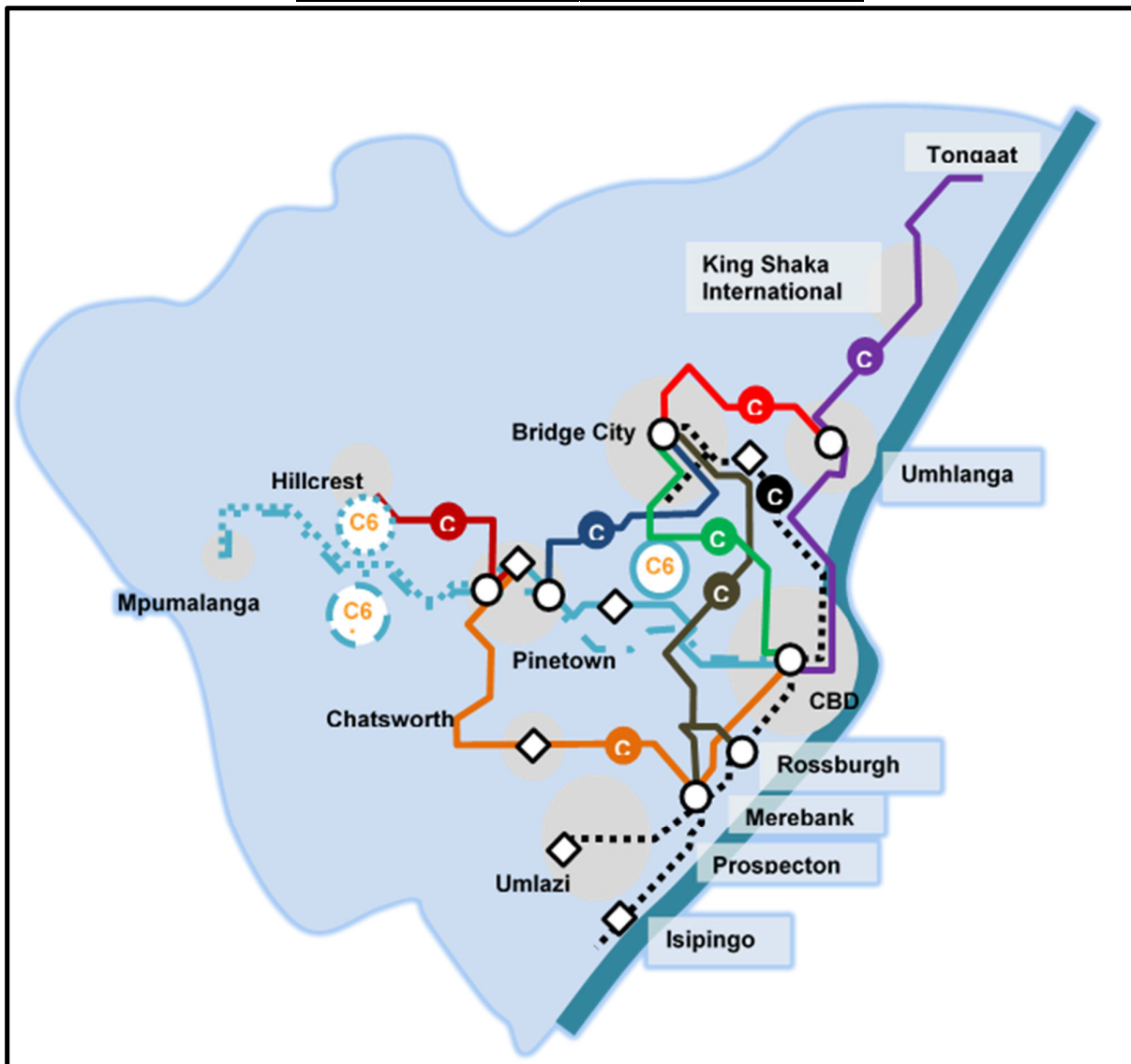


Figure 1 – Schematic illustrating full IPTN system

EtheKwini's IPTN has been named **Go! Durban** and to date the following progress has been made on the **Go! Durban** project:

- Development of a PT wall to wall plan
- Preliminary design of road-based routes of Phase 1 (Corridors C1, C3 and C9)
- Detailed design of Phase 1 road-based modes (Corridors C1, C3 and C9).
- Detailed Operational Plan for C3 corridor
- Construction of Corridor C3

The C2 corridor is one of PRASA's current rail corridors that provides the main north to south link across the EM. PRASA's comprehensive rail network is shown in **Figure 2**. The C2 corridor extends from KwaMashu station and Bridge City in the north via Effingham and also Greenwood Park to Central Durban and down to Umlazi and Isipingo station in the south. There are some 29 stations that have been identified along this corridor as shown in **Figure 3**.

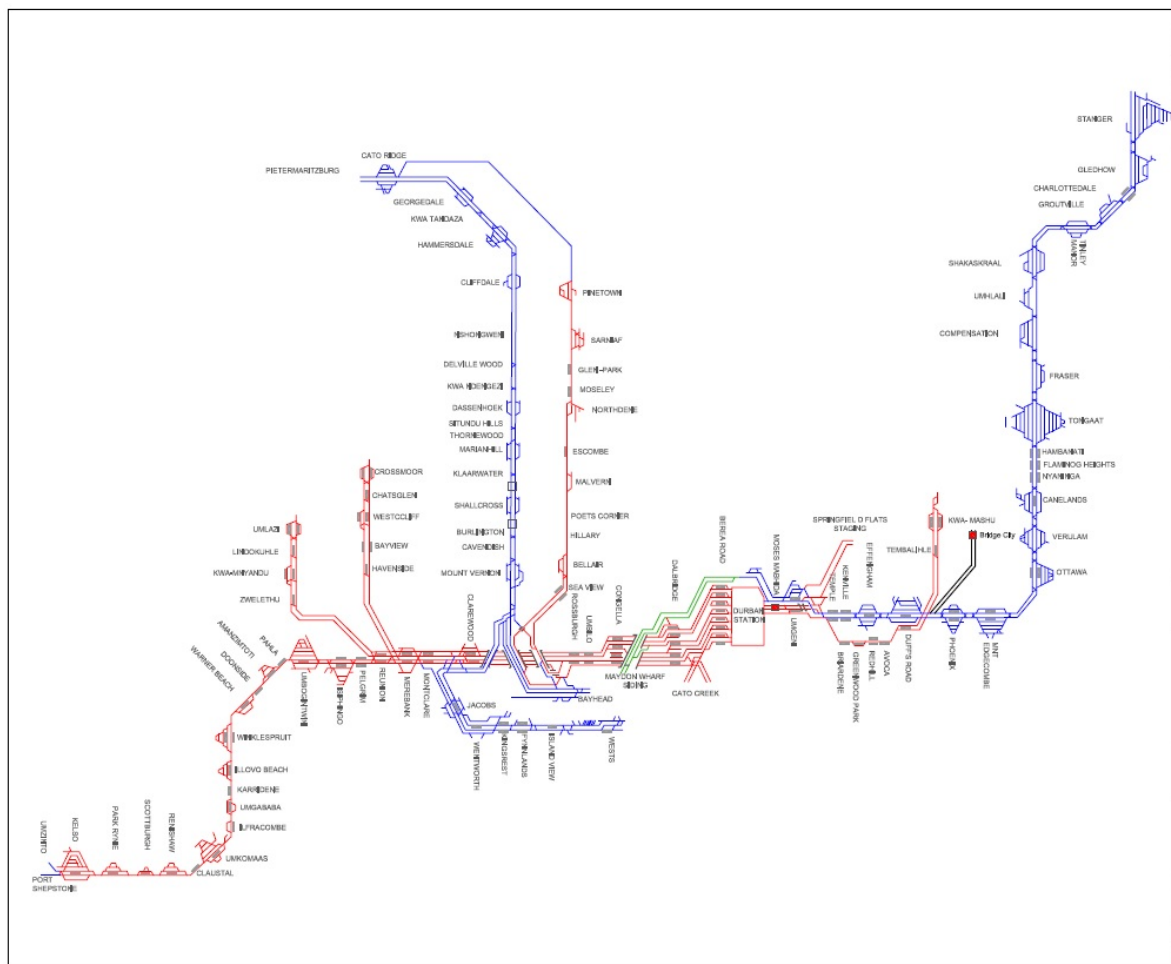


Figure 2 – PRASA rail network



In terms of the C2 corridor, to date:

- A rail study was undertaken to develop conceptual designs of the Infrastructure associated with the feeders for the C2 corridor.
- A Southern Public Transport Corridor (SPTC) and a Northern Public Transport Corridor (NPTC) study (2 individual studies) were undertaken to identify applicable stations along the C2 alignment where densification and TOD-related interventions could be pursued.
- A C2 working group has been set up to facilitate engagements between ETA and PRASA to align plans for rolling out the C2 corridor.
- An Ethekwini Intermodal Planning Committee (EIPC) has been set up to specifically ensure that public transport services are holistically planned and rolled out.
- PRASA has already commenced with a rail modernisation programme, which includes some key projects such as the Rolling Stock Fleet Renewal Programme, new Depots, Signal Renewal, Station Modernisation and Station Upgrades.

Whilst it was anticipated that the C2 corridor would have been fully functional as an integrated system by 2018, a host of unanticipated circumstances has delayed the roll out of the entire Phase 1 and thus the roll out of the C2 corridor. Considering that the rail network and the C2 corridor in particular is the backbone of the PT network within EM (as it will be responsible for transporting 40-60% of all commuters within EM), there is a need to expedite the required plans to achieve the roll-out of this corridor.

Considering also that PRASA's modernisation plans are taking longer than was anticipated to materialise, the ETA has therefore intensified its efforts to jointly work with PRASA to make the C2 corridor a reality. Current projections indicate that the C2 corridor will be operating with modernised infrastructure, and only to a certain degree, as early as 2020. The ETA is now therefore pursuing the development of a business plan for the C2 corridor to review and refine the work that has been done to date and to undertake the further work that is required to determine the requirements for planning and implementing C2 from as early as 2020.

C3.3 PROJECT SCOPE OF WORK – THE C2 BUSINESS PLAN

In preparing the business plan for the C2 corridor the successful service provider will be required to undertake the following activities:

C3.3.1 C2 Corridor Review and Refinement of Requirements

The entire C2 corridor system will need to be reviewed. The review will include but not be limited to addressing the following:

- Trunk route, including assessment of opportunities to extend the trunk eg. extending C2 to Umkomaas, etc.
- Assessing the potential for the extension of the rail line further south, this study needs to also address future demand and projected numbers along this corridor so as to confirm future stations and/or station upgrades that may be required along the corridor.
- Assessment of associated rail feeder network
- Services and infrastructure requirements
- Review and refinement of all studies done to date pertaining to the C2 corridor. In terms of the C2 rail feeder study, the concepts that were proposed need to be revised and then taken into preliminary design stage, and thereafter the detailed design and implementation stage.
- considerable data already exists which needs to be pulled together and reviewed to glean relevant information. Notwithstanding, as part of this activity, information gaps must be identified

as well as proposals made for revised and/or new studies to be done.

- The initial operational characteristics of C2 corridor, the triggers and associated requirements for ramping up the operations in a phased manner. This review must assess service requirements, passenger numbers, demands, frequencies etc.
- The impact that the C2 corridor will have on other IPTN routes as C2 becomes operational in successive phases as described in the preceding scenario.
- Projects and/or studies impacting and/or impacted by the C2 system. For instance, the C3 operational plan which has been revised since 2014 and has since been modelled using the TransCAD modelling software will need to be assessed to determine the impact that the revised operational plan has had on the overall trunk and feeder network and the associated demands, and to determine the specific impact/consequence to the C2 corridor as a result.
- Vehicle/fleet requirements and designs
- Review and re-assessment of systems required to support the C2 corridor, e.g:
 - control centres
 - ITS
 - IFM
- Review and refinement of policies and strategic requirements to support successful roll-out and operations of C2, e.g:
 - Fare strategies and policies
 - Mode and fleet policies
 - Infrastructure policies and strategies
- Universal Access (UA) and Non-motorised Transport (NMT) requirements
- In instances where it relates to rail and where certain aspects of the modernisation programme has already commenced (eg in design phase or been procured), the purpose of the study would be to confirm the information and not to reassess these requirements. Therefore these tasks must be accordingly approached and priced for.

The key outputs of this activity include but are not limited to the determination and/or refinement of:

- Trunk stations and station improvement requirements
- Feeders: feeder route types, number of routes, and stops and the length of each route
- Feeder transfer facilities, depot requirements
- Information regarding operations in terms of introducing and ramping up services in a phased approach
- demands for the various phases of ramping up scenarios
- services, operating schedule and fleet requirements
- service operating schedule and fleet requirements
- NMT and UA requirements
- Proposals for addressing the system, policy and strategic requirements for ensuring the successful roll-out and operation of the C2 corridor
- Depot facilities

C3.3.2 IPTN C2 Business Model

A business model must be developed which must provide the strategic orientation for the corridor implementation as the C2 corridor rolls out. This business model should build on the full IPTN model that has already been prepared and must address with specific and fine detail the particular requirements for implementing the C2 corridor. The desired business model needs to address the following:

a) Functional requirements

The business model must identify the functions that must be performed to support the system. It must also identify which role-players will be responsible for performing the respective functions and must describe the relationship between the various roleplayers. As a minimum, the main areas, functions and role-players that need to be considered include but are not limited to:

- Ethekewini Municipality line departments
- ETA
- PRASA
- Transnet
- Others

b) Trunk (rolling stock) and feeder vehicle ownership model/s

The business model must address the requirements for the procurement, ownership and management and maintenance of rail trunk vehicles (rolling stock) and feeder vehicles. This aspect of the business model should evaluate several proposals and must ultimately present a preferred approach as well as describe the necessary contracting arrangements and institutional/organisational impacts and requirements.

c) Station services model

The business model must address the requirements for managing the C2 stations and must include addressing such aspects as:

- Staffing
- maintaining and managing stations
- Safety

This aspect of the business model should evaluate several proposals and must ultimately present a preferred approach as well as describe the necessary employment, training, contracting arrangements and institutional/organizational impacts and requirements.

d) Depot model/strategy

Depots are key elements in the IPTN system as they are the points from which services start and end, and the form and operational characteristics of the depots ultimately determine the success of the operations of the IPTN system.

The business model must draw on and build from past work that has been done in terms of the depots for the IPTN, and must address the following aspects related to depot(s) applicable to the C2 system:

- Spatial location
- Ownership and management
- Staffing
- Daily cleaning and maintenance
- Fueling and dispatching of services

This aspect of the business model should evaluate several proposals and must ultimately present a preferred approach as well as describe the necessary employment, training, contracting arrangements and institutional/organizational impacts and requirements.

e) Rail trunk and road-based feeder vehicle operations model

The business model must assess the vehicle operational requirements related to the trunk and feeder network for the C2 system. This is required so that commuters can be assured of receiving a service that is high quality, safe, sustainable and reliable.

The operations model must assess and propose a preferred concept of operations and must describe aspects such as appropriate mode, inclusion and involvement of the existing PT industry, the necessary contracting arrangements and institutional/organisational impacts and requirements.

Other considerations

The business model will also need to address:

- Proposals for fare management
- ITS services
- Security services
- On-board service inspections and monitoring

C3.3.3 Institutional and Organizational Requirements

There are a number of National, Provincial and Municipal government role-players involved with the C2 corridor and the overall IPTN. There are also a number of policies, strategies and legislation that govern the provision of integrated PT solutions.

The intention of this activity as part of the business plan is to address the particular roles and responsibilities of each of these roleplayers in terms of realising the C2 corridor.

This activity must also address the requirements for providing oversight of the C2 corridor, and must therefore address aspects such as organisational functions, structuring/up-skilling and resourcing of all oversight entities, e.g ETA, PRASA, etc.

C3.3.4 Transitioning of Existing Services and Industry

The business plan must address existing MBT and Bus operating entities that will be affected by the implementation of the C2 trunk and feeder system. It must also be noted that there are other roleplayers who are indirectly affected by the C2 roll-out, such as informal traders, etc.

The aim of this activity is to therefore:

- Identify key stakeholders and all entities affected by the C2 roll-out. In terms of existing PT operators, this includes assessing the quantum of licenced, unlicenced, subsidised and unsubsidised services across all modes currently operating and who will be affected by the C2 roll-out.
- Understand the status quo in terms of the existing PT services that will become affected by C2 roll-out
- Undertake technical evaluations for confirming degree of affectedness and how affected operators become integrated into the C2 system
- Develop communication strategies for engaging with the existing industry so as to create acceptance of the C2 plan and to understand the industry's concerns and expectations
- Create opportunities for involvement and empowerment of the respective affected roleplayers and stakeholders. An empowerment model must be developed to address this requirement.
- Determine the necessary means and measures of providing compensation to the industry. A compensation model must be developed to address this requirement.
- Determining the contracting arrangements to be instituted in order to achieve successful transition of the industry
- Process for dealing with curtailment of operating licences and formalization with the PRE.
- Prepare a programme detailing the steps required in the process of transitioning the industry

C3.3.5 Funding and Financing Models

This aspect of the business plan must assess the cost of implementing the C2 corridor from a capital and operational point of view. It must identify and classify the financing requirements and funding streams, and must also consider the shortfall and explore opportunities to address it.

Funding and financing models must be developed which must amongst other things:

- Identify role players who will be responsible for funding and define the respective roles and responsibilities in this regard
- Determine infrastructure and equipment costs

- Determine operating costs
- Define funding/financing strategies
- Provide summary of financing requirements

C3.3.6 Assessment of Risks and Identifying Mitigation Measures

Risks are inherent in any undertaking. The intention of this activity is to anticipate what the risks to the roll-out of the C2 corridor might be, so that measures to respond to these risks are identified at an early stage.

The aim of this activity is as follows:

- Identify the categories of risks within the context of the business plan
- Determine mitigating measures so as to ensure success, sustainability and smooth unhindered implementation and on-going operation of the C2 corridor
- Prepare a risk schedule that identifies the key risks and defines the mitigating measures

C3.3.7 Implementation Plan for the C2 System

An implementation plan for the C2 business plan must be prepared, and must provide detailed activities, deliverables and associated timelines for each activity and deliverable.

The implementation plan must draw attention to the major deliverables that would have been defined in the preparation of the business plan. It must define the sequence and steps that need to be taken to achieve each major deliverable so as to achieve the ultimate implementation date of the C2 system.

The implementation plan must also factor in the sequencing of interim measures that can be implemented while the other major deliverables are being pursued. Interim measures might include but are not limited to interventions such as an interim feeder service in advance of infrastructure, etc.

C3.4 PROJECT DELIVERABLES

The particular deliverables required for each of the activities defined in Section 3.3. are described under this section as follows:

C3.4.1 C2 Corridor review and refinement of requirements

- A comprehensive **C2 Corridor Review Report** of the review and refinement that is to be done and must comprise of the sections as described in Section 3.3.1 of this scope of work as a minimum requirement.
- Consolidated database of all information that exists and which will be collected during the undertaking of the project.
- Impact of C2 as it is rolled out:
 - Diagrams in A3 booklet format that demonstrates impact of C2 on other IPTN routes (trunks and feeders) as C2 becomes operational in a phased approach. All supporting drawing files, shapefiles, and reports need to be submitted to the ETA in electronic format
 - A Phasing in-phasing out report/Rationalisation Report for the phased roll out of the C2 corridor.
 - A tool that can visually demonstrate the above e.g an Excel-based, GIS-based, etc.
- Feeder route assessment
 - Routes, types, number of routes, required infrastructure and the length of each route. Design reports and drawings are required – to be prepared using AutoCAD and presented in A3 booklet form with concept super-imposed onto an aerial background. All electronic mediums such as shapefiles, CAD files and reports are to be submitted

to ETA

- Report for Vehicle/fleet requirements and operating schedules
- Comprehensive report detailing the systems required to support the C2 corridor, e.g control centres, ITS, IFM, etc.

C3.4.2 IPTN C2 business model

- Detailed reports need to be produced for the elements that have been defined in Section 3.3.2 of this scope of work, and have been represented hereunder for ease of reference:
 - Functional requirements
 - Vehicle ownership model
 - Station services model
 - Depot model/strategy.
 - Rail trunk and road-based feeder vehicle operations model
 - Other considerations (e.g. fare management, ITS services, security services, on-board service inspections and monitoring, etc.)
- Depot design/s:
 - For options that will be proposed, detailed layouts are required and are to be prepared using AutoCAD and presented in A3 booklet form with concept super-imposed onto an aerial background. All electronic mediums such as shapefiles, CAD files and reports are to be submitted to ETA.
- Summary of contracts and interventions
- A summary report of applicable contracts and interventions must be provided as a key output of the comprehensive business model preparation activity of this project.

C3.4.3 Institutional and organizational requirements

- Detailed reports to address the particular roles and responsibilities of National, Provincial and Municipal government role-players involved with the C2 corridor and the overall IPTN.
- Detailed reports describing the policies, strategies and legislation that govern the provision of integrated PT solutions.
- Detailed reports for addressing requirements for providing oversight of the C2 corridor, addressing aspects such as organisational functions, structuring/up-skilling and resourcing of all oversight entities, e.g ETA, PRASA, etc.

C3.4.4 Transitioning of existing services and industry

- Report for identifying describing the status quo of key stakeholders and all entities that will be affected by the implementation of the C2 trunk and feeder system, e.g existing MBT and Bus operating entities, informal traders, etc.
- Report of assessment of the quantum of licenced, unlicenced, subsidised and unsubsidised services across all modes currently operating and who will be affected by the C2 roll-out.
- Technical notes and reports for technical evaluations to confirm degree of affectedness and how affected operators become integrated into the C2 system
- Communication strategy report for engaging with the key stakeholders and all entities affected by the C2 corridor.
- Report detailing the empowerment model to be adopted for providing empowerment opportunities for the key stakeholders and all entities affected by the C2 corridor.
- Report detailing the compensation model to address existing operators.
- Report detailing the contracting arrangements to be instituted in order to achieve successful transition of the industry
- Report detailing the process for dealing with curtailment of operating licences
- Detailed programme for the process of transitioning the industry. Programme to be a Gantt chart rolled down to show fine level of detail.

C3.4.5 Funding and financing models

- Detailed reports for assessment of the costs of implementing the C2 corridor from a capital and operational point of view.
- Funding and financing models/tools are to be developed which can allow for testing different funding/costing scenarios and preparing estimates of operating and revenue projections based on a set of assumptions, e.g. Excel-based, etc. All electronic mediums are to be submitted to the ETA.

C3.4.6 Assessment of risks and identifying mitigation measures

- A risk schedule that identifies the key risks and defines the mitigating measures

C3.4.7 Implementation Plan for the C2 system

- An implementation plan for the C2 business plan in form of a detailed rolled-out Gantt chart, and must define the sequence and steps that need to be taken to successful and timeous implementation of the C2 system

C3.5 BASIS OF APPOINTMENT / REQUIREMENTS

The professional services shall satisfy the stated objectives of the Employer in relation to the provision of professional services associated with the Ethekweni BRT – Route C2 within the project budget, using the agreed design concept, and planning & design framework as a point of departure.

The Service Provider shall, as a minimum, in order to satisfy these objectives, provide the following services:

Architectural Services in accordance with the provisions for standard services set out by the South African Council for the Architectural Profession – *Professional Fees Guideline issued in Terms of Section 34(2) of the Architectural Profession Act No.44 of 2000* as applicable from 01 January 2012.

- i) The Engineering council of South Africa – *Guideline Scope of Services and Tariff of fees for Persons Registered in terms of the Engineering Profession Act No.46 of 2000* as applicable from 01 January 2012.
- ii) Quantity Surveying services as set out in the *Tariff of Professional Fees, effective 1 January 2005*, issued in terms of the Quantity Surveying Profession Act, 2000. Construction Management, Project Administration, Project Management and
- iii) Project Monitoring services as set out in the *Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000*, effective 1 February 2005, issued in terms of Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000)
- iv) Fees as stipulated above needs to be considered for all services as indicated in the scope of work (Section C3.5).

C3.5.1 Planning and Programming

The Employers broad overall programme for the roll-out of the City's IPTN programme should inform the preparation of a specific programme covering the scope of works under this appointment.

Planning, Conceptual Design 24 Months from date of Consultant appointment.

The programme shall indicate particulars of phased completion, programme constraints, milestone dates for completion, critical path activities and their dependencies. Any activities required to be carried out by the employer or by others are to be included in the programme.

The Service Provider shall each week provide the Employer with a schedule of meetings planned and decisions required for the forthcoming 4-week period.

C3.5.2 Quality Management System

The Service Provider 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 Employer.

C3.5.3 Details to Be Provided With Service Provider Invoices

The Employer shall set out the information that he/she will require from the Service Provider with each invoice to enable the invoice to be checked for correctness. **Payment is based on deliverables.** All disbursement related items must be attached to an invoice in-order for payment. The service provider is to stipulate in his/her proposal the deliverables for this project together with their respective costing.

C3.5.4 Software Applications

The Service Provider shall provide information in a form that is compatible with the Microsoft suite of software, including, inter alia, Microsoft Word, Excel, PowerPoint and Project. The design, CAD and GIS software shall be to the Service Provider's preference but must be compatible with ETA's programs. The Traffic Modelling Software shall be to the Clients preference. The models must have no copyright restrictions and must conform to ETA's **Manual for Microsimulation Modelling**, January 2013 and national and international bench marks.

C3.5.5 Format of Communications

Communication may be via e-mail or hardcopy. Documents requiring formal approval by the Employer (including but not limited to Design Approvals, Tender Evaluations and Changes to the Contract) shall be printed in hard copy for signature by the 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.

C3.5.6 Management / Progress / Technical Meetings

Management meetings shall be held as required by the Employer, but generally on a monthly basis, to be attended by Head: ETA or nominee. The Service Provider shall be responsible for scheduling technical and working group meetings as necessary. The Service Provider shall inform ETA's project manager of such meetings.

The Service Provider shall document all meeting through meeting notes ("minutes"), which shall be distributed to the team within 3 calendar days of the meeting listing all action items and track matters arising.

C3.5.7 Applicable National and International Standards

All work shall as a minimum be undertaken 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.

C3.5.8 Best Practice

To contextualise the status quo and craft a framework for pursuing appropriate solutions, a comprehensive best practice assessment must be undertaken of contexts and projects similar to this undertaken within South Africa and globally. This assessment must focus *inter alia* on contexts similar to eThekweni, and must pay attention to best planning, designing, procurement, implementation, operation, maintenance, business, ownership and governance practices, processes and structures.

Deliverables:

Conduct a comprehensive best practice, literature review and market analysis to recommend the most efficient and sustainable business model for the project locally and internationally. Needs to include:

- o institutional arrangements, detailing private and public sector involvement and funding;
- o most viable funding and operational model for implementation, capital investment and operational success;
- o a detailed assessment of potential public private partnerships (PPP) and how this can be instituted successfully;
- o a comprehensive economic and financial cost benefit analysis;
- o option analysis; and
- o required, policy amendments at both local and national level.
- o best practice assessment report.
- o To recommend the most efficient and sustainable option

3.5.9 Skills Transfer / Candidate Development Programme

Graduate Engineers / Technologists / Technicians, currently in the employ of the EThekweni Municipality will be seconded to the successful Service Provider to enable the candidates to obtain the requisite exposure in accordance with the Engineering Council of South Africa, Engineering Professional Development Process. The Service Provider shall be required to provide the necessary exposure, on the project or via placement on another project undertaken by the Service Provider or placement with a consultant other than those involved on the project. The Service Provider shall be responsible to manage the candidates' progression, irrespective of the area of placement.

The Service Provider shall be required to assess each candidate's current progression and provide the relevant exposure in accordance with ECSA's Competency Development Standards. These graduates will be rotated as part of the Employer's undertaking with the Engineering Council of South Africa (ECSA).

The Service Provider will be required to develop a two (2) candidates during any period within the contract duration. The employer will review and approve the skills development plan.

C3.5.10 Proof of Compliance with the Law

The Service Provider shall provide, on request by the Employer, proof that he/she is in compliance with any current legislation and subsequent amendments that may apply to any aspect of the work being undertaken.

C3.5.11 Empowerment Strategy

A Contract Participation Goal (CPG) is applicable to this appointment whereby a minimum of 30% of Total Value of Appointment (fees plus all disbursements) is to be outsourced to an entity or entities with a profile indicated in the table below. The intention of the CPG is to offer maximum opportunities for targeted entities with an emphasis on skills transfer.

CPG Entity Description	Equity Ownership Of CPG Entity	Annual Turnover Of CPG Entity	% Of Outsourced Value Contributing Towards CPG
PBE (Substantially Owned)	76% to 100%	< R50m	100
PBE (Empowered)	51% to 75%	< R50m	50
BBE (Substantially Owned)	76% to 100%	< R50m	50
BBE (Empowered)	51% to 75%	< R50m	25

Priority Business Enterprise(PBE): At least 100% owned by individuals from the Priority Population Group (PPG) in terms of equity and voting rights/powers, with a corresponding management representation.

Black Business Enterprise (BBE): At least 100% Black owned in terms of equity and voting rights/powers, with a corresponding management representation.

Black Persons: The definition includes Africans, Coloureds and Indians who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1984 tri-cameral parliamentary system and only received a franchise during 1994.

Priority Population Group (PPG): Black individuals who fall into the population groups that were not offered a franchise in the national elections before or after the introduction of the 1984 tri-cameral parliamentary system and only received a franchise during 1994.

This CPG will apply regardless of the equity ownership or BBBEE status of the consultant or lead consultant e.g. A lead consultant who has PBE (substantially owned) status will still be required to obtain a minimum CPG of 30% via outsourcing. In the case of a JV, a JV partner who fits the profile of one or more of the entities described above will be considered as contributing

ANNEXURES

C4.1. STANDARD CONDITIONS OF TENDER

C4.2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

C4.1 : STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Annex F *(normative)*

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of 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.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would or may 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

C4.2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

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