



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

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

CATALYTIC PROJECTS

CATALYTIC OPERATIONS

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: **IN-4159**

TITLE: **Technical and Professional Services Support to Catalytic Projects Unit**

Issued by: **CATALYTIC PROJECTS**

Date of Issue: **August 2022**

Document Version : 02/03/2022

NAME OF TENDERER :

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

Tenders are hereby invited for the works to [provide technical and professional services support to the Catalytic Projects Unit for a period of 36 months on various catalytic projects]

The Employer is the eThekweni Municipality as represented by: **HEAD : CATALYTIC OPERATIONS**

Tenders must be submitted on official tender documentation issued 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: **N/A**

Documents may be collected, up to 3 days prior to the close of tenders, during office hours: **N/A**

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: **N/A**

(F.2.7) There will **not** be a compulsory clarification meeting and site inspection with representative(s) of the Employer: **N/A**
N/A
N/A

(F.1.4) All email queries are to be submitted to the employers agent by 26-08-2022 with consolidated Question and Answers posted on eTenders/Municipal website by 01-09-2022: **Steve Angelos**
031 311 4097 (t)
N/A
Steve.Angelos@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, 09 Sep 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: [Catalytic Projects Unit](#)

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 (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.

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 the 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, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
- 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 : [Steve Angelos](#)
Tel : [031 311 4097 \(t\)](#)
Fax : [N/A](#)
Email : Steve.Angelos@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 : CATALYTIC PROJECTS, 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:

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

F.2.7 Clarification meeting : There are no compulsory clarification meetings.

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.2.13.9 :** 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, 09 Sep 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 not take place due to COVID protocols.

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, and the Preferential Procurement Policy Framework Act Regulations (January 2017).

- The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule;
- 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 2017 PPPFA Regs.
- The minimum number of evaluation points for Functionality is **70**.
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Tenderer's experience	Experience of service provider in executing work on projects of a similar nature* in a lead role on one or more of the key competencies, (Project/Programme Management, Civil/Structural Engineering, Traffic & Transport, Town Planning).	30	
Experience of Key Resources in executing work on projects of a similar nature*	Programme & Project Management	10	
	Civil Engineering (including contract management)	10	
	Traffic & Transport	10	
	Quantity Surveying (incl Feasibility Studies)	10	
	Town Planning & Urban Design	10	
	Property Development/ Economist/ Market Analysis/ Transaction Advice	10	
	Social Facilitation/ Enterprise Development Support	-	Although 10 competencies are required for the contract, only the preceding 6 key competencies will be scored as part of the evaluation process. These remaining competencies to be provided by tenderer as part of CPG component post contract award.
	Legal (with focus on land legal issues)	-	
	Architecture (including contract management)	-	
	GIS	-	
Proposed Organogram & Staffing		10	
Maximum possible score for Functionality (M_s)		100	

*Projects of a similar nature for the purposes of this tender are defined as: Large scale integrated and mixed use spatial transformation projects involving property development, retail, commercial, housing, public facilities and amenities, which require external and internal engineering services, and with investment value of more than R500 million.

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

shall be as follows:

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have participated in 1 to 3 projects of a similar nature* within the past 10 years.
2	70	To have participated in 4 to 7 projects of a similar nature* within the past 10 years.
3	90	To have participated in 8 to 10 projects of a similar nature* within the past 10 years.
4	100	To have participated in 11+ projects of a similar nature* within the past 10 years.

Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Programme/ Project Management	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Civil & Structural Engineering	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Traffic Engineering & Transport Plng	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Quantity Surveying	BSc (Qs) or BTech QS	PrQs	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Town Planning & Urban Design	BSc, BTech, or Masters TRP/URP/CRP	Professional Planner	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Property Development/ Market Analysis/ Transaction Adv.	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Social Facilitation	Accredited Degree/ Diploma ³	Relevant Professional Registration	Although 10 comptencies are required for the contract, only the preceeding 6 key competencies will be scored as part of the evaluation process.These remaining competencies to be provided by tenderer as part of CPG component post contract award.					
Legal	LLB Degree	Legal Practioner						
Architecture	B. Arch or M. Arch	Pr. Arch						
GIS	B.Sc (Hons) Geoinformatics	PrGISc						
Note 1: "relevant experience" implies experience on projects of a similar nature as defined above. Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment from a registered University or Institute of Technology (in the fields of: Project/Programme Managemente, Town Planning, Civil Engineering, Construction Management, Transport Planning, Property Development). Note 3: "accredited degree/diploma" implies a minimum 3 yr qualification within the community development/ social science fields, from a registered University or Institute of Technology								

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

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

effect;

- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (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 required to submit a SOFT COPY of their complete tender document save onto a memory stick.

The additional conditions of tender are:

F.2.6 Acknowledge addenda

"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	11
Declaration of Municipal Fees	14
Compulsory Enterprise Questionnaire	15
MBD2 : Tax Clearance Certificate Requirements	17
MBD4 : Declaration of Interest	18
MBD5 : Declaration For Procurement Above R10 Million	20
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	21
MBD8 : Declaration of Bidder's Past SCM Practices	22
MBD9 : Certificate of Independent Bid Determination	24

Technical and Evaluation

Details of experience of tenderer	27
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	27
Details of experience of key staff	29

Contractual

Joint Venture Agreements (if applicable)	31
Record of Addenda to Tender Documents	32
Amendments, Qualifications and Alternatives	33
Form of Offer	35
Bill of Quantities / Priced Schedule of Activities	

T2.1.3 Preferential Procurement Schedules and Affidavits

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

- eThekweni 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 eThekweni 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 [11](#) to [33](#)

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.

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.

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

[illegible]

Electricity

[illegible]

Water

[illegible]

Rates

[illegible]

JSB Levies

[illegible]Other[illegible]

Other

[illegible]

- 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 state"¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 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 (2017).

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 (2017) 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 **CATALYTIC PROJECTS 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:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 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:
- prices;
 - geographical area where product or service will be rendered (market allocation);
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid;
 - 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)

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 nature* over the ten five 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:

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have participated in 1 to 3 <u>projects</u> of a similar nature* within the past 10 years.
2	70	To have participated in 4 to 7 <u>projects</u> of a similar nature* within the past 10 years..
3	90	To have participated in 8 to 10 <u>projects</u> of a similar nature* within the past 10 years.
4	100	To have participated in 11+ <u>projects</u> of a similar nature* within the past 10 years.

**Projects of a similar nature for the purposes of this tender are defined as: Large scale integrated and mixed use spatial transformation projects involving property development, retail, commercial, housing, public facilities and amenities, which require external and internal engineering services, and with investment value of more than R500 million.*

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:

Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based

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 from three different points of view:

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

CVs of **not more than 2 pages each** should be attached to this schedule: (for each of the 6 competencies to be scored). Each CV should be structured under the following headings:

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Programme/ Project Management	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Civil & Structural Engineering	BSc Eng or BEng or BTech	Pr. Eng. or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Traffic Engineering & Transport Plng	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Quantity Surveying	BSc (Qs) or BTech QS	PrQs	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Town Planning & Urban Design	BSc, BTech, or Masters TRP/URP/CRP	Professional Planner	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
Property Development/ Market Analysis/ Transaction Adv.	Accredited Degree/ Diploma ²	Relevant Professional Registration	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<i>Social Facilitation</i>	<i>Accredited Degree/ Diploma³</i>	<i>Relevant Professional Registration</i>	Although 10 comptencies are required for the contract, only the preceeding 6 key competencies will be scored as part of the evaluation process. These remaining competencies to be provided by tenderer as part of CPG component post contract award.					
<i>Legal</i>	<i>LLB Degree</i>	<i>Legal Practioner</i>						
<i>Architecture</i>	<i>B. Arch or M. Arch</i>	<i>Pr. Arch</i>						
<i>GIS</i>	<i>B.Sc (Hons) Geoinformatics</i>	<i>PrGISc</i>						

Note 1: "relevant experience" implies experience on projects of a similar nature as defined above.

Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment from a registered University or Institute of Technology (in the fields of: Project/Programme Management, Town Planning, Civil Engineering, Construction

Management, Transport Planning, Property Development and similar).

Note 3: "accredited degree/diploma" implies a minimum 3 yr qualification within the community development/ social science fields, from a registered University or Institute of Technology

**Projects of a similar nature for the purposes of this tender are defined as: Large scale integrated and mixed use spatial transformation projects involving property development, retail, commercial, housing, public facilities and amenities, which require external and internal engineering services, and with investment value of more than R500 million.*

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

DATE:

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: IN-4159

Contract Title: Technical and Professional Services Support to Catalytic Projects Unit

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 : Head : [Catalytic Projects Unit](#)

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

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

- Telephone : [031 311 4097 \(t\)](#)
- Fax : [N/A](#)
- e-mail : Steve.Angelos@durban.gov.za

The address for the Receipt of communications is: [The Platform, Lion Match Office Complex, 892 Umgeni Road, Durban](#)

1 The Project is: [IN-4159](#)
: [Technical and Professional Services Support to Catalytic Projects Unit](#)

1 Period of Performance : **From letter of award till end of 24/25 financial year (30 June 2025)**

1 Start Date : **Date of receipt of Letter of Award**

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

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.

3.16 The time-based fees shall not be adjusted for inflation.

5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 5,000,000.**

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- 1) **Dissemination of any project information without the prior written approval of the employer..**
- 7.2 The Service Provider is required to provide personnel in accordance with the Personnel Schedule.
- 8.2.1 The Contract is concluded when : **The contract period has lapsed**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **The South African Association of Mediators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **The Association of Arbitrators (Southern Africa)**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 5,000,000**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 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 remaining 4 competencies required as part of this appointment, namely: Social Facilitation, Architecture, Legal and GIS, be sub-contracted to EME or QSE entities which are at least 51% owned by PPG (Priority Population Group).

Proof of empowerment credentials of these subcontractors will be required to verify that the minimum has been achieved at the time of their appointment.

ACC3 **RETENTION**

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

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

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

PART C2 : PRICING DATA

C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 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 Payment will be made against invoices submitted as per agreed milestones once scope of particular work packages have been defined and relevant profession engaged to proceed based on tendered rates per hour.
- C 2.1.2.2 All disbursements are to be included in tendered hourly rate for comparison purposes. These include those that are ordinarily required by the consultant as part of undertaking their scope of work and includes (but not limited to) expenses such as: local travel, production and reproduction of relevant reports and documentation, communication expenses, etc.

Costs for specific recoverable disbursements that are outside of these general expenses which may be required by the Client will be dealt with separately as and when required. These may include costs for tasks as outlined in ECSA guideline fees and reflected below:

- (a) Site traffic surveys;
- (b) Geotechnical investigations;
- (c) Sampling and Laboratory testing;
- (d) Topographical and land surveys;
- (e) Supply of specific equipment;
- (f) Specialist sub-consultants;
- (g) Environmental investigations, studies; and management plans;
- (h) Land acquisitions, expropriation, way leaves, and servitudes;
- (i) Institutional service delivery and social consultants;
- (j) Power supply applications.

C2.2 : PRICING SCHEDULE

Option 3: Payment schedule as defined by project requirements

As further articulated in the Scope of Works section, the intention of this tender is to appoint a tenderer which can make available a range of consulting disciplines, which would be 'on hand' to respond to project requirements as and when identified during the roll-out of these projects over the next 3 year period. In light of this, there is no specified scope of work at this point which can be priced for comparative purposes. It is therefore necessary to compare 'rate per hour' charges, based on a maximum number of hours envisaged per competency. Disbursements to be included in tendered hourly rate.

Please note that the hourly rates for the four competencies that are to be sub-contracted by the main consultant as a condition of contract to address CPG targets, have been pre-determined and are provided within the table below. These rates are to be used by the sub-contracted entities post appointed and are pre-determined to ensure fair compensation for these competencies and comparative assessment of the remaining rates to be submitted by the tenderers..

During the course of the contract period, once work packages are defined as required, agreement will be reached with the employer as to the number of hours that will be required to undertake each work package, and the deliverables for invoicing purposes which will then be charged on the tendered rates per hour. **The maximum number of hours are indicative for comparative purposes and are not guaranteed.**

<u>Item</u>	<u>Description</u>	<u>Quantity (Max Hours)</u>	<u>Rate (per/hour)</u>	<u>Amount</u>
1	Programme/ Project Management	300	R	R
2	Civil & Structural Engineering	250	R	R
3	Traffic Engineerng & Transport Planning	150	R	R
4	Quantity Surveying	150	R	R
5	Town Planning & Urban Design	150	R	R
6	Property Dev/ Market Anaylis/ Transaction Adv.	150	R	R
7	<i>Social Facilitation</i>	150	R 650	R 97,500
8	<i>Legal</i>	100	R 1,240	R 124,250
9	<i>Architecture</i>	100	R 1,280	R 128,088
10	<i>GIS</i>	100	R 833	R 83,300
TOTAL EXCLUDING VAT				R
VAT				R
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)				R

NAME : (Block Capitals)

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

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

The Catalytic Projects Unit has been established within the Economic Development and Planning Cluster of the Municipality with the purpose of facilitating and driving programmes and projects which are of a catalytic nature within the City.

There are currently approximately 30 programmes/projects that are being facilitated/driven in the Unit. These programmes vary in terms of their public, private and/or PPP status as well as the nature and scale of the programmes themselves. Many of these are multi-use projects that comprise of commercial, industrial and residential aspects and some are purely industrial and/or commercial in nature. In terms of scale, they also vary from site specific developments, to precinct developments to broader multi-precinct programmes.

As this is a relatively new Unit within the Municipality it is still in the process of appointing the relevant staff and resources which will enable it to be fully capacitated and able to deliver on its mandate. It is therefore necessary in the interim to appoint a team of consultants which would bring on board the relevant skills and experience which could be made available to address project/programme specific needs as they arise.

Due to the nature of facilitating and driving these long-term multi sectoral development programmes/projects the exact scope of work required from each relevant consultant over the next 36 month period cannot be known with certainty upfront. It is therefore necessary to appoint a consortium of consultants with the anticipated skills that will be required, which could be used as and when specific project requirements become obvious during the roll-out of the project.

C3.2 EMPLOYER'S OBJECTIVES

TOPIC	COMMENTARY
Client's / employer's objectives	<p>Project Purpose and Broad objectives</p> <p>The Main Purpose of this Project is to have a dedicated team of professionals that will assist the Catalytic Projects Unit's internal team in identifying the development challenges and exploiting the opportunities which exist across the four regions (North, North-Central, Central, West and South).</p> <p>The key terms of reference are to provide technical support to the Catalytic Projects Unit which is anticipated to include some of the following:</p> <ul style="list-style-type: none"> • Provide technical support to the Unit's internal team in relation to meetings and negotiations with investors and developers. • Provide legal support in relation to and legal matters related to contractual relationships with investors and developers which may be required for projects. • Assist with the development of Precinct Development Plans, including the redevelopment strategy aligned to the City's Radical Economic Transformation Policy, • Assist the Unit with the compilation of technical specifications for the appointment of any service providers required to perform certain specialist studies as per the precinct development plan • Assist with the technical evaluation of proposals with the Unit in line with the City's strategic objectives • Assist with compiling financial models to assess development viability, informed by funding requirements for infrastructure shortfalls against anticipated income streams to the city post development completion.

TOPIC	COMMENTARY
	<ul style="list-style-type: none"> Assist the Unit in packaging a solution for any proposed development within the assigned region in terms of future revenue collection, infrastructure management and maintenance Project Manage any Land conversion and property development processes assigned by CP Unit (including town planning and infrastructure implementation) Compile development feasibility studies including appropriate market analysis, financial viability, programme and socio-economic impact. <p>It is anticipated that the following consulting services may be required to assist with the roll-out of the various catalytic projects being facilitated:</p> <ul style="list-style-type: none"> Programme and Project Management <i>Development</i> Management Property Development/Economist Consultant Quantify Surveying Legal Architecture Town Planning (including Urban Design) GIS and mapping Civil Engineering and Contract Management Traffic and Transportation Stakeholder Engagement
Description of the services	<p>The city is currently embarking on the planning and implementation of several catalytic land development projects, which have to be executed in partnership with other spheres of government as well as the private sector. The initial studies and progress made by the city to date has revealed a need for refinement in the coordination of the investment planning, modelling and implementation, with particular attention to the following areas:</p> <ul style="list-style-type: none"> Programme Roll Out Strategy and Financing Of Bulk Infrastructure <ul style="list-style-type: none"> Waste Water Treatment Works Water Works Transport and Roads Infrastructure Electricity Catalytic Land Development Partnerships <ul style="list-style-type: none"> Demand creation and project pipelining methodology Institutional mechanisms to be applied Transaction and technical advisory specification development Land development, assembly and feasibility Sustainable infrastructure funding strategy and models Other Initiatives Serving as Catalysts for Promoting Socio-Economic Development <ul style="list-style-type: none"> Nodal Development Applications Precinct Development Applications Project Specific Development Applications Transformation agenda Skills development Focus on 'productive' jobs <p>We are therefore seeking technical assistance with respect to managing the above technical and financial aspects involved with the planning, budgeting, development and implementation of certain key city real estate investment and associated infrastructure projects. The technical support relates mainly, but not limited, to the following specialist services:</p>

TOPIC	COMMENTARY
	<ul style="list-style-type: none"> • Market Analysis <ul style="list-style-type: none"> ○ Sectoral analysis, market insights and demand analysis ○ Development opportunities and appetite for market uptake (project based market study) ○ Social transformation opportunities, facilitation and packaging ○ Develop regional heat rate mapping for better understanding of the environmental realities within a region based on a combination of the spatial, environmental, infrastructural and market demand landscape. • Town Planning: <ul style="list-style-type: none"> ○ Assessment of implications of regulatory policies and statutory requirements (Densities, Height restrictions, Infrastructure, Ecological sensitivity, Biodiversity issues, Coastal line, etc) ○ Removal of restrictive conditions ○ Subdivision of the site to enable multiple landowners ○ Rezoning to enable development ○ Relaxation of height, set backs and parking requirements ○ Redevelopment constraints • Infrastructure Funding and Delivery <ul style="list-style-type: none"> ○ Assessment of implications of regulatory policies and statutory requirements (contributions, PPPs, land value-based financing, other infrastructure funding instruments and models) ○ Structuring of implications of interim infrastructure arrangements ○ Sustainable infrastructure solutions for large development and funding
<p>Extent of the services</p>	<p>Due to the nature of the facilitation work undertaken by the CPU (Catalytic Projects Unit) as well as the unique nature of each programme/project is not possible to provide a detailed extent of the services that will be required from each consulting discipline upfront.</p> <p>However, to provide some indication, the scope of work may consist of one or more of the following components, activities and deliverables:</p> <ul style="list-style-type: none"> • Project Management Scope <ul style="list-style-type: none"> ○ Development of project management Standard Operating Procedures (SOPs) to set norms and standards ○ Project Dashboard ○ Project institutionalisation within the Municipality ○ Conducting project initiation and pre-feasibility studies ○ Finalisation of the project brief ○ Project pipelining to guide implementation ○ Programming milestones ○ Workstreams Management ○ Communications management ○ Roles and responsibility management ○ Risk Management ○ Periodic Reporting • Transaction Advisory/ Market Analysis Scope <p>Including the development of heat rate mapping which should cover the following information for a better understanding of each region:</p>

TOPIC	COMMENTARY
	<ul style="list-style-type: none"> ○ Land ownership ○ Land use ○ Socio-economic profile ○ Population profile ○ Bulk infrastructure supply and demand ○ Public transport profile ○ Housing profile ○ Social amenities ○ Feasibility analyses ○ Analyses of highest and best use ○ Market analyses ○ Financial model development ○ Partnership models for infrastructure delivery <ul style="list-style-type: none"> • Legal Support Scope Supporting the Internal Line Function with the following activities: <ul style="list-style-type: none"> ○ Providing legal advice ○ Proving legal support during negotiations with stakeholders ○ Reporting on progress monthly and quarterly • Civil Engineering Scope Assistance in compiling relevant specialist reports, including the undertaking the following: <ul style="list-style-type: none"> • Engagements with the relevant service authorities on their design requirements and parameters where required. • Workshop solutions for servicing the relevant Developments with the service authorities • Bulk/external and internal services concept layouts in terms of: <ul style="list-style-type: none"> • Roads • Sewer • Water • Electricity • Stormwater • Floodline Analysis • Geotechnical Analysis • Geo-hydrological and surface bed tests • Coastal revetment technologies <p>Reporting and amendments to the scope</p> <p>Bidders must note that they will be required as and when necessary to attend:</p> <ul style="list-style-type: none"> • presentations to Municipality, and stakeholders; • progress meetings and site inspections; <p>Revisions to the deliverables may be required following feedback received from relevant stakeholders and / or approving authorities which may necessitate some rework, additional presentations, and meetings within the framework of the overall resourcing plan and budget.</p>
Use of reasonable skill and care	The consultant is required to exercise reasonable skill and care in undertaking the work deliverables as per the specific work packages which to be agreed.
Co-operation with other services providers	<p>In undertaking the work, it is anticipated that the appointed consultants will to work closely with, but not limited to:</p> <ul style="list-style-type: none"> - Othe consultants working on the projects, both within this consortium and/or others that may be appointed by other parties;

TOPIC	COMMENTARY
	<ul style="list-style-type: none"> - Employers departmental representative (which would in all likelihood be the project facilitator from Catalytic Projects Unit for that project, - Ward councilor and other relevant local interest groups where required; <p>Other line departments within the Municipality dependant on the scope of work of the relevant work package undertaken,</p>
Brief	<p>The specific brief relating to the following will be discussed and agreed as and when the relevant work packages are determined;</p> <ul style="list-style-type: none"> a) terms of reference; b) time frames for deliverables / milestone dates; c) place(s) for the performance of specific tasks; and d) reporting requirements.
Reference data	<p>The reports, surveys, agreements, etc upon which the service provider is to base his brief, if any will be made available at a work package level where applicable.</p>
Applicable national and international standards	<p>All applicable national, regional and international standards and all values pertaining to specific attributes relating thereto will be required to be adhered to where applicable.</p>
Approvals	<p>Where applicable, the consultant has to obtain approvals from the relevant stakeholders as listed above dependant on the work package deliverables.</p>
Access to land / buildings / sites	<p>Access to land / buildings / sites and any restrictions relating thereto will be discussed and agreed upon as part of the work package engagements.</p>
Planning and programming	<p>On a work package level agreement will be reached with the consultant in terms of the format of a programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc. Activities to be carried out by the employer/client or by others are to be included in the consultant's programme.</p>
Software application for programming	<p>To be agreed with the relevant consultant at a 'work package' level.</p>
Quality management	<ul style="list-style-type: none"> - The monitoring of quality management of the relevant deliverables, will be carried out by the employers representative overseeing the specific work package in question.
Format of communications	<p>Communication between the employer and the consultant must be in writing (email included) where a record of the correspondence is required.</p> <p>Format of the deliverables will be dependant on the relevant 'work package', but where reports are required these to be in both electronic and hard copy formats.</p>
Data Management	<p>Agreement to be reached with employer as to how the project data will be managed, stored and accessed during the project and at handover.</p>
Key personnel	<p>Due to the nature of the programme, key personnel allocated must have sufficient skill and competency in the relevant consultant skills as outlined in order to</p>

TOPIC	COMMENTARY
	<p>undertake work packages that may be identified in those areas.</p> <p>Key resources must be available for the duration of the appointment; where staff are not available, equivalent or better resources must be in place to ensure continuity of the work required to fulfill the deliverables as required.</p>
Management meetings	Management meetings will be dependant on the relevant work packages to be identified. Once these have been apportioned, the relevant consulting teams are to make themselves available to meet with the employer/client as required in order to successfully deliver on the scope of work as agreed, as well as to provide secretariat support at the meetings.
Daily records	Detailed records of time spent for each resource billed to be attached to invoices.
Professional indemnity insurances	Proof of required Professional indemnity insurances to be made available to employer as required.
Payment certificates	Consultants invoices for payment are to be sufficiently detailed, clearly indicating the resources used, time spent, and other activities undertaken (e.g.travel) and costs incurred. This to be detailed for each work package issued and submitted as per agreement on milestones/deliverables reached.
Property provided for the Consultant's use	Any property which is required to be provided by the employer / client and others for the consultants use, will be finalized at the work package level where relevant.
Proof of compliance with the law	Where relevant compliance with any legislation is to be verified, as necessary.
ANNEXES	
List by title	Provide data sheets, completed returnable schedules, pro forma documents, particular specifications, drawings, sketches etc. which are referred to in this document.

ANNEXURES

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

ANNEXURE 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 inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

ANNEXURE 2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

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