



DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
Human Settlements
DIVISION
Projects

PROCUREMENT DOCUMENT
Professional Services (CIDB PSC)

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

Contract No: 32674-1H

Contract Title: PROVISION OF PROFESSIONAL TEAM TO CONDUCT DETAILED PLANNING (INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA) AND OBTAIN SPLUMA APPROVAL FOR LOWER THORNWOOD PHASE 2 INTERGRATED HUMAN SETTLEMENT: WARD 14

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location: There will be no clarification meeting. Email queries to be submitted by 06
Date, Time: August 2026 and consolidated answers to questions will be uploaded on the 13 August 2026.

Queries can be addressed to: Mfundo Mnembe
The Employer's Agent's: Tel: 031 311 6487
Representative: eMail: Mfundo.mnembe@durban.gov.za; ESP Queries - Lindo Dlamini;
 Tel: 031 322 7133; eMail: supplier.selfservice@durban.gov.za.

TENDER SUBMISSION

Tender Submission: The Tender Offer (hard copy) shall be delivered to:

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

Closing Date/ Time: 21/08/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (ESP Module)**

JDE Queries Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
 Email: supplier.selfservice@durban.gov.za

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Director: Projects

Date of Issue: 17/07/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for **the Provision of professional team to conduct detailed planning (including all specialist studies for WULA and EIA) and obtain SPLUMA approval for Lower Thornwood Phase 2 integrated human settlement.**

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Director: Projects	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : https://www.etenders.gov.za/ https://www.durban.gov.za/pages/business/procurement	C.1.2
Meeting Type	No Clarification Meeting	C.2.7
Meeting Details	There will be no clarification meeting. Email queries to be submitted by 06 August 2026 and consolidated answers to questions will be uploaded on the 13 August 2026.	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Mfundo Mmembe Tel: 031 311 6487 eMail: Mfundo.mmembe@durban.gov.za ; ESP Queries - Lindo Dlamini; Tel: 031 322 7133; eMail: supplier.selfservice@durban.gov.za .	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (ESP Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 21/08/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data

CIDB B.U.I.L.D. Programme Standards

Standard for Developing Skills through Infrastructure Contracts	Not Applicable
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T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer's SCM Policy include, but are not limited to, the following:

1) Section 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality's Supplier Portal**.

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

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

The following is to be noted:

- The information for registration as in the possession of the eThekwini Municipality will apply.
- It is the Tenderer's responsibility to ensure that the details submitted to the Municipality are correct.
- Tenderers are to register prior to the submission of tenders.

2) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer's municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.3) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

2) Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

The following P&SCM Official(s) can be contacted in connection with the use of the **JDE System**:

General Queries:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Technical Queries:

- Jabulani Chauke Tel: 031 322 9535
 Email: Jabulani.Chauke@durban.gov.za

4) Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

5) Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.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.	C.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.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the <i>Tender Data</i> .
		C.1.3 Interpretation
		C.1.3.1 The <i>Tender Data</i> 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.
		C.1.3.2 These conditions of tender, the <i>Tender Data</i> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

C.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 fulfil his or her duties impartially; ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration; c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;	c) no acceptable tenders are received; d) there is a material irregularity in the tender process.
C.1.4 Communication and employer's agent	C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the <i>original</i> tender invitation was advertised.
Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the Tender Data.	C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.5 Cancellation and Re-Invitation of Tenders	C.1.6 Procurement procedures
C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure;	C.1.6.1 General Unless otherwise stated in the Tender Data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. C.1.6.2 Competitive negotiation procedure C.1.6.2.1 Where the Tender Data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the Tender Data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

distort competition or have a discriminatory effect. C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.	tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.	C.2.2 Cost of tendering
C.1.6.3 Proposal procedure using the two stage-system	C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.1.6.3.1 Option 1 Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.	C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.1.6.3.2 Option 2	C.2.3 Check documents
C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.	C.2.4 Confidentiality and copyright of documents
C.2 Tenderer's obligations	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.1 Eligibility	C.2.5 Reference documents
C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the	C.2.6 Acknowledge addenda
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

C.2.7	Clarification meeting	necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data .	C.2.12 Alternative tender offers
C.2.8	Seek clarification	C.2.12.1 Unless otherwise stated in the Tender Data , submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Tender Data .	C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the employer.
C.2.9	Insurance	C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data . The tenderer is advised to seek qualified advice regarding insurance.	C.2.13 Submitting a tender offer
C.2.10	Pricing the tender offer	C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data .
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the Tender Data .	C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data .	C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data . The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the Tender Data . The conditions of contract identified in the Contract Data may provide for part payment in other currencies.	
C.2.11	Alterations to documents	
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or	

employer shall hold liable for the purpose of the tender offer.	C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.	C.2.16 Tender offer validity
C.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.14 Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.17 Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15 Closing time C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i> C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.	up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.	C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
C.2.19 Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.	C.3.2 Issue Addenda
C.2.20 Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.2.21 Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.	C.3.3 Return late tender offers
C.2.22 Return of other tender documents If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.2.23 Certificates Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.	C.3.4 Opening of tender submissions
C.3 The employer's undertakings	C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which
C.3.1 Respond to requests from the tenderer	
C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received	

	acceptable reasons for withdrawal have been submitted will not be opened.		tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data , the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.	C.3.8	Test for responsiveness
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.	C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.5	Two-envelope system	C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
C.3.5.1	Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.		Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data , and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.	C.3.9	Arithmetical errors, omissions and discrepancies
C.3.6	Non-disclosure	C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.	C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
C.3.7	Grounds for rejection and disqualification		
	Determine whether there has been any effort by a tenderer to influence the processing of		

- (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions

establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report

h) Confirm the recommendation contained in the tender evaluation report .	f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
C.3.11.1 General	C.3.14 Prepare contract documents
The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.	C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the employer and the successful tenderer.
C.3.12 Insurance provided by the employer	C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.
If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.	C.3.15 Complete adjudicator's contract
C.3.13 Acceptance of tender offer	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:	C.3.16 Registration of the award
a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the Tender Data; and	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.
	C.3.17 Provide copies of the contracts
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
	C.3.18 Provide written reasons for actions taken
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 **The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Director: Projects

C.1.2 **Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3rd Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer’s current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (August 2019).
 - Any other eThekwini Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** and/ or the **eThekwini Municipality Website** at URL:

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 **Communication and employer’s agent:**

The Employer’s Agent’s Representative is:

Thobekile Dlamini

Tel: 031 311 6518

eMail: Thobekile.dlamini@durban.gov.za; ESP Queries - Lindo Dlamini; Tel: 031 322 7133;

eMail: supplier.selfservice@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (d) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.
 - T2.2.13: CIDB Registration and Status.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

"Documents are to be downloaded, free of charge, from the **National Treasury's eTenders website** and/ or the **eThekwini Municipality's Website**."

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
 - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
 - Any other eThekweni Policy documents referenced in the Tender Documents.

C.2.6 Acknowledge addenda:

Add the following paragraphs:

"Addenda will be published on the **eThekweni Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the **Tender Data**."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda."

Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: **No Clarification Meeting**

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the Employer's Agent's Representative (refer to C.1.4) by 2026/08/06. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/08/13.

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise

duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

Identification details to be shown on the hard copy package are:

- Contract No. : **1H-32483**
- Contract Title : **PROVISION OF PROFESSIONAL TEAM TO CONDUCT DETAILED PLANNING (INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA) AND OBTAIN SPLUMA APPROVAL FOR BUX FARM INTERGRATED HUMAN SETTLEMENT: WARD 103**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to information in **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 21 August 2026**
- **Time** : **11h00**

The **delivery of the hard copy** AND the completion of the requirements on the **JDE System (ESP**

Module) are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

C.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

In terms of the SCM Policy (CI.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply with 1) and 2) above will result in the tender offer being deemed non-responsive.

3) B-BBEE Status Level of Contribution Certificate

Tenderers are referred to Returnable Document “MBD 6.1: Preference Points Claim” for the B-BBEE Certificate requirements. Notwithstanding the completion of Returnable Document “MBD 6.1: Preference Points Claim”, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

Any B-BBEE Certificate where the entity has been assessed using Generic Codes will not be accepted.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website**." (Refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

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

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

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in

accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The 80/20 preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the Price Points (max. 80) will be according to that specified below.

Price Points

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

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 Procurement System

or

90/10 Procurement System

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference Points

The points scored by a tenderer in respect of the goals contemplated in sub-regulation must be added to the points scored for price. Only the tender with the highest number of points scored may be selected.

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

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

Ownership Goal

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

Ownership Categories	Criteria	80/20
50%		
Race: Black (100%)	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	7
	Equals 100%	10
	Maximum Ownership Goal Points:	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status) - Companies and Intellectual Property Commission registration document (CIPC) - CSD report. - B-BBEE Certificate of the tendering entity. - Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). - Agreement for a Consortium, Joint Venture, or Trust.		

RDP Goal: The promotion of South African owned enterprises

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

Location 50%	80/20
Not in South Africa	0
South Africa	4
Kwa Zulu Natal	7
eThekweni Municipality	10
Maximum Goal Points:	10
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status) • CSD report	

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- The Tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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.

C.3.15 Complete adjudicator's contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

C.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6,131.00** (including VAT), as stipulated in the municipality's SCM Policy approved on 30/09/2025 as well as the municipal budget for the financial year 2026/27. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **32674-1H**

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies:

- Code of Conduct;

T1.2.3.4 Functionality Specification

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

Functionality Criteria	Subcriteria	Points	Evaluation Schedule
Approach Paper/ Methodology/ Programme	Methodologies to be adopted for township establishment of human settlements. Plan, programmes, procedures and associated resources, risk management.	20	A1
Tenderer's experience	Experience of service provider in undertaking work of similar type of work	40	A2
Experience of Key Staff	General experience and qualification in relation to the service of key staff	40	A3
Maximum possible score for quality		100	

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

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

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

Level	Score	Criterion: Tenderer's Experience <u>Similar nature</u> includes the successful execution of projects involving professional planning, design, statutory approvals and development facilitation and implementation support relating to township establishment for a minimum of at least 250 sites within the past 10 years
0	0	No response/ irrelevant information submitted / no evidence of experience submitted
1	40	Tenderer has limited experience. Successfully completed 1 project of a similar nature within the past 10 years.
2	70	Tenderer has relevant experience and has dealt with the critical issues specific to the assignment. Successfully completed 2 to 3 projects of a similar nature within the past 10 years.
3	90	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience, local implies within eThekweni Municipality. Successfully completed 4 to 6 projects of a similar nature within the past 10 years.
4	100	Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience, local implies within eThekweni Municipality. Successfully completed 7+ or more projects of a similar nature within the past 10 years.

Experience of Key Resources in executing work of similar nature							
Job Title	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
		Score 0	Poor (score 40)	Satisfactory (score 70)	Good (score 90)	Very good (score 100)	
Project Manager	Pr. CPM.	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Town Planner	Pr SACPLAN	No submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Civil Engineer /Structural Engineer	Pr. Eng. or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Environmentalist	EAPASA registered EAP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Geotechnical engineer	Pr. Eng. or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	4
Social Facilitator		No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	3
Land surveyor	GPr Ls	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology. Note 3: "similar nature" implies projects with similar scope/projects within the human settlements field.							

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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Technical or Functionality Evaluation

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Contract Part: The Tenderer is required to complete following forms:

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C2.2	Bill of Quantities	61

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
3.1	Company registration number, if applicable:
3.2	Close corporation number, if applicable:
3.3	Tax Reference number, if any:
3.4	* South African Revenue Service: Tax Compliance Status PIN:

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
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* Tenderers are to include, at the back of their tender submission, a printout of their SARS **"Tax Compliance Status – PIN Issued"** certificate, failing which the tender submission will be deemed non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **32674-1H** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 **MBD 4: DECLARATION OF INTEREST**

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. The audited annual financial statements are to be included at the back of the tender submission.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
..... 			
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"			
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.		
..... 			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

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

SIGNATURE: _____

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/Engineers representative													
Employer													
Contract Number													

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 **MBD 6.1: PREFERENCE POINTS CLAIM**

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals. Reference is to be made to the Tender Data: C.3.11.**

1.0 **GENERAL CONDITIONS**

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, 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 purchaser.

2.0 **ADJUDICATION USING A POINT SYSTEM**

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 **POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 Procurement System

or

90/10 Procurement System

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	10	
RDP Goal: The promotion of South African owned enterprises.	10	
Total CLAIMED Points (maximum 20)	20	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

		Circle Applicable	
		YES	NO
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If YES, provide particulars.		
.....			
.....			
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If YES, provide particulars.		
.....			
.....			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

SIGNATURE:

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

NOTES

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **32674-1H**
PROVISION OF PROFESSIONAL TEAM TO CONDUCT DETAILED PLANNING (INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA) AND OBTAIN SPLUMA APPROVAL FOR BUX FARM INTERGRATED HUMAN SETTLEMENT: WARD 103

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of:

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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

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

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

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

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

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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

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

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

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

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

The following is an example of the printout obtained from the above website.
Note: the printout will contain more than one page.

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

Tenderers are to include, at the back of their tender submission, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 JOINT VENTURES AGREEMENTS

Joint Venture Agreements are not applicable.

T2.2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable).

Tenderers are to submit copies of signed completion certificates for all projects submitted.

[illegible]

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

Date _____

SIGNATURE: _____

T2.2.15 KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable).

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience
- Estimated Period of Engagement on this project (weeks).

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable).

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 (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). 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	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
		Score 0	Poor (score 40)	Satisfactory (score 70)	Good (score 90)	Very good (score 100)	
Project Manager	Pr. CPM.	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Town Planner	Pr SACPLAN	No submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Civil Engineer /Structural Engineer	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Environmentalist	EAPASA registered EAP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Geotechnical engineer	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	4
Social Facilitator		No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	3
Land surveyor	GPr Ls	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology. Note 3: "similar nature" implies projects with similar scope/projects within the human settlements field.							

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 APPROACH PAPER/ METHODOLOGY/ PROGRAMME

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts (if applicable).

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management. Methodologies to be adopted for detail planning and township establishment and MUST include for 2 or more alternative sanitation for Housing Projects.

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

The scoring of the approach paper will be as follows:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT 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: **32674-1H**

Contract Title: **PROVISION OF PROFESSIONAL TEAM TO CONDUCT DETAILED PLANNING (INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA) AND OBTAIN SPLUMA APPROVAL FOR LOWER THORNWOOD PHASE 2 INTERGRATED HUMAN SETTLEMENT: WARD 14**

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

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

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

R..... (In words
.....)

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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: **Director: Projects**

3.4 & The authorised and designated representative of the Employer is: **Mfundo Mnembe**

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

- Telephone : **031 311 6487**
- e-mail : **Mfundo.mnembe @durban.gov.za**

The address for the Receipt of communications is: **20th floor, embassy building, 199 Anton Lembede Street.**

P.O Box 3858, Durban 4004

1 The Project is : **32674-1H**
: **PROVISION OF PROFESSIONAL TEAM TO CONDUCT DETAILED PLANNING (INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA) AND OBTAIN SPLUMA APPROVAL FOR LOWER THORNWOOD PHASE 2 INTERGRATED HUMAN SETTLEMENT: WARD 14**

1 Period of Performance : **36 Months**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **14 days from Letter of Award**

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

3.5 The location for the performance of the Project is: **Madiba Valley, Pinetown**

- 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.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **Period of performance expires after the maximum permitted 36 months, successful conclusion of the project or employer terminates project.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 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: **Association of mediators**.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

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

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.3 SUBCONTRACTING

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% Black owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C2.1: PRICING ASSUMPTIONS / 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 a) Fees:

Professional fees shall be invoiced on a progressive prorata basis for services that have been approved and accepted by the Client, subject to the following:

The client's approval is to be obtained to proceed to the applicable stage being invoiced

b) Professionals shall submit payment schedule/Cash flow detailing the percentages intended to be claimed in line with the Table below

DISCIPLINE	DELIVERY	MILESTONE 1	MILESTONE 2	MILESTONE 3
		Line Dept. Pre-Approval Submission of all required designs/reports for the development requiring eThekweni Municipality Line Department Approval	Line Dept. Post-Approval Receipt of Approval from eThekweni Municipality Line Departments after all comments/recommendations have been addressed by the Service Provider	SPLUMA Approval Confirmed SPLUMA Approval for the development
Environmental	EIA and WULA	40%	40%	20%
Project Management	Monthly Progress Report, Minutes of Progress Meeting and Technical Team Meetings, Project Program	40%	40%	20%
Geotechnical Report	Geotechnical Report		80%	20%
Land Surveyor	Land Audit Report		80%	20%
	General Plan and Lodging with SG Office		80% - Acknowledgement of Submission	20% - SG Approval

DISCIPLINE	DELIVERY	MILESTONE 1	MILESTONE 2	MILESTONE 3
Town Planning	SPLUMA Submission and Approval		40%	60%
Civil Engineer/Structural Engineer	Bulk Engineering Report	40%	40%	20%
	Traffic Impact Assessment		80%	20%
	Flood-line Report		80%	20%
	Storm Water Management Plan		80%	20%
	Structural Designs (house Plan)		80%	20%
Social Facilitation	Social Facilitation minutes of PSC meetings and Progress Report sessions with Councillors and Committees	20%	40%	40%

C2.2: PRICING SCHEDULE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1. TOWN PLANNING					
1.1	TOWN PLANNING / URBAN DESIGNER (Town planning Report, Final layout preparation, amendments and SPLUMA Approval)	Per Site	711		
2. ENVIRONMENTAL					
2.1.1	EIA Approval (Inclusive of all specialist studies)	Project Area	1		
2.1.2	Water Use Licence Authorization (Inclusive of all specialist studies)	Project Area	1		
3. GEOTECHNICAL INVESTIGATION					
3	Phase 1 Geotechnical Investigation	Project Area	1		
4. TRAFFIC IMPACT ASSESSMENT					
4	Traffic Impact Assessment	Project Area	1		
5. LAND SURVEY					
5.1.	Land Audit	Project Area	1		
5.2	Detail/Topographical Survey	Project Area	1		
5.3	Land Survey examination fee	Per Site	711		
5.4	Land Surveyor - pegging & lodging of SG diagrams	Per Site	711		
6. CIVIL ENGINEERING					
6.1	Engineering Services Report (incl. design approval letters from relevant line departments and confirmation of bulk services)	Project Area	1		
6.2	Water Modelling Report and Design	Project Area	1		
6.3	Sewer Impact Assessment	Project Area	1		
6.4	Pavement Design Report	Project Area	1		
6.5	Storm water Management Plan	Project Area	1		
7. PROJECT MANAGEMENT					
7	Management of Professional Team (incl. project progress meetings and Tender Preparation for Construction Phase)	Project Area	1		
8. SOCIAL FACILITATION					
8	Social Facilitation throughout Planning Stage	Project Area	1		
	SUB TOTAL CARRIED FORWARD				R
	SUB TOTAL BROUGHT FORWARD EXCLUDING VAT				R
	VAT@15%				R
	TOTAL INCLUDING VAT (Transfer to Form of Offer)				R

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

The proposed township is an infill of the Madiba Valley area. The proposed township is located approximately 15km to the South-West of Pinetown. The main access will be obtained from Richmond Road (MR468) via Acorn Road, Thornwood Road and Greyvillea Road. The site is surrounded by several Less Formal Developments, namely, Madiba Valley in the west, Upper Thornwood in the north, Sithundu Hills in the south and a formal node of Altantis in the east. Major facilities such as swimming pool, schools, community library and a shopping Centre located along the south Richmond Road (MR468), the main access to this site.

A Project Linked Subsidy Application was packaged and submitted to KZN Department of Human Settlements, and MEC Approval dated 09 February 2017 was received.

C3.2 EMPLOYER'S OBJECTIVES

The employer is desirous of obtaining the services of a Professional Team will be required to undertake detailed studies required to obtain SPLUMA and EIA approvals. These studies must be conducted by accredited professionals in their respective fields. The professional team will be required to package and submit Tranche 2 Project Linked Subsidy in line with the requirements of the Provincial Department of Human Settlement

Deliverables to include but not limited to;

- a) Land Legal Audit
- b) Letter from Land Claims Commission
- c) Social Compact Agreement signed by all relevant stakeholders
- d) SPLUMA application and approval
- e) Environmental Impact Assessment Report incorporating issues and concerns table and Environmental Authorization from a competent authority.
- f) Water Use License Authorization
- g) Detailed Geotechnical Investigation and Topographical Report with applicable recommendations
- h) Detailed House Plans with Specifications
- i) Bulk Infrastructure Services Report and Design
- j) Letter confirming availability of Bulk Services/ approval of alternative sanitation solutions
- k) Traffic Impact Assessment Approval/Exemption
- l) Socio economic Study
- m) Funding application pack for Tranche 2
- n) Detailed Infrastructure and Services Designs with Specifications.
- o) Preparation for Tranche 2 tender document, specifications and Project Packaging.
- p) Topographical/ Detail Survey
- q) Approved General/Subdivisional/Consolidation Plans

Detailed Minimum Requirements For Various Professionals And Team Members

PROJECT BRIEF FOR PROJECT MANAGER :

- Prospective tenderers for this section to take note that compulsory registration as a Professional Project Manager with The South African Council for Project and Construction Management Professions (**SACPCMP**) is required to qualify as a responsive tenderer.

DUTIES AND RESPONSIBILITIES OF PROJECT MANAGER

- Manage all feasibility and detailed planning activities for the Urban Housing Development Project allocated to them.
- Formulate, facilitate, co-ordinate and maintain a sustainable continued regular liaison and interaction(s) by and between individual members of the professional team of service providers for the Project, Municipality Line Departments including relevant committees, service and statutory institutions as well as relevant Government Departments and the beneficiary community representatives together with Human Settlements : Project Officials.
- Support and encourage on-going consultation between the Professional Team Members as well as project stakeholders including Municipality Line and Government departments in order to Manage and control effective flow of communication, progress and completion of the commissioned tasks, assignments, studies, required services and process, feedback, compilation of all forms of reports, drawings, statistics, design and applications to ensure that they are obtained and delivered/submitted within the stipulated time frames.
- The Project Manager will ensure that the professional team make use of a number of high-level tools, such as spatial data analysis systems, sophisticated economic analysis tools, transport modelling and planning systems, to deliver the necessary innovation to this project. The breadth of information and the sophistication with which it is analysed and integrated will be critical to ensuring that all opportunities are captured and optimised.
- Understanding confidently and convincingly translate the project specifics in terms of the activities of various role players involved and ensure that they deliver on time and in the correct sequence according to the estimated duration and the order in which the activities must be performed relating to the following:-
 - Environmental Issues;
 - Geo- Technical Matters;
 - Town Planning;
 - Land Surveying;
 - Roles of Municipality Line Departments
 - Responsibilities of the Provincial Government Departments and
 - Beneficiary Community Representative Structures
- Be empowered with Knowledge and Understanding of key factors which involve the technical, social, financial investigations/aspects required to make the project feasible as well as any other factors which are important and mandatory for the success of implementation of the project.
- Familiarise and understand the relevant project funding instruments, models and source together with the applicable adjustments of the Housing Subsidy Quantum and Grant Amounts by the Department of Human Settlements - KZN (DoHS).
- Sufficient capacity and competency to understand the contents during perusal and scrutiny of individual professional reports, drawings, designs and any other project related illustrations that are submitted by the Professional Team in order to combine the respective reports and prepare, compile and submit the following:-
 - Environmental reports (ROD, WULA, etc.)
 - Project Packaging and Preparation: Tranche 2
 - PLS (Project Linked Subsidy) Application submission to Human Settlements Department (DoHS)
 - NHBRC (National Home Builders Registration Council) Enrolment submission (Project Enrolment Stage 1 and Home Enrolment Stage 2)
 - Compile close out report during closing of project and reconciliation of all finances.
- Proceed to manage the approvals of all submissions for the detailed planning stage especially for the implementation of Tranche 1 (one) which will culminate in the Town Planning approval of the Project in accordance with the Applicable Town Planning scheme.

- The project shall be managed in accordance with the Gantt chart, required in terms of this memorandum of agreement, to be compiled by the Service Provider. The Gantt chart shall specify milestones and associated reports/ products in terms of which, and upon satisfactory performance of which, payment is to be made.
- Outline the methodology and prepare a programme for the entire project resulting in the preparation of a Project Charter and a Project Communication Plan;
- Assemble and collate the available information for the various components that are to be reviewed as well as ensure that the information is in a format that is readily accessible and available to Municipal officials after the project is complete;
- Establish procedures and undertake all activities relating to stakeholder engagement and consultation, for project reporting and financial control;
- Undertake all administrative activities associated with the project including convening meetings and taking minutes;
- Provide the Municipality with monthly progress reports;
- Presentation of the project to various municipal committees as and when required.

PROJECT BRIEF: TOWN PLANNING CONSULTANT

DUTIES AND RESPONSIBILITIES OF THE TOWN PLANNING CONSULTANTS

The duties and responsibilities of the Town Planning Consultant shall include the following:

- Consultation with the Project Manager and all other Professional Team members.
- Preparation of a cost-effective settlement layout plan for low income housing purposes in accordance with eThekweni Municipal Standards.
- Obtain input from the other professional team members to ensure that the town planning complies with Civil Engineering, Geotechnical, Environmental and Land Survey standards and requirements.
- Consultation with the department of education to establish educational requirements and to obtain approval from the said department for proposed education sites where applicable.
- Consultation with the department of transport of provincial or national roads bordering the project area or are within close proximity thereof in order to obtain their needs requirements and approval
- Consultation with all service providers to establish existing, proposed and future infrastructure requirements in respect of the project area
- Provision of timeous and appropriate information to the project manager as and when required
- Attendance of monthly progress meetings as scheduled by the project manager or as required
- Attendance of community meetings as when required
- Compliance with programme requirements as stipulated by the project manager
- Obtain approval of town planning layout and township establishment from the relevant authorities and community
- The layout plan shall accommodate physiographical constraints identified through a slope analysis, geotechnical investigation and environmental impact assessment and further adhere to the guidelines and parameter as recommended
- The layout plan should adhere to eThekweni municipality's minimum standards for development planning and engineering regarding site sizes, panhandle widths, road geometric design

parameters, road reserve widths, etc.

- Identification of individual site low points and private storm water servitudes as well as any other required for infrastructure purposes.
- Assess the status of all existing structures and infrastructure in order to retain the maximum number of structures and to minimize relocations. Block and brick structures should be accommodated as far as possible.
- Undertake a site inspection to establish all non-residential land uses in order to accommodate these land uses in the town planning where possible.
- Make provision for the amendment of the layout plan to accommodate engineering requirements.
- Preparation of a town planning motivation report and draft conditions of establishment.
- The project manager will supply you with the names and contact details of other professional team members.
- A municipal project liaison officer will be assigned to the project. The entire project team will be introduced to the ward councilor and ward committee prior to the commencement of any work on the project
- You will be required to timeously draw to the project manager's attention any matter that can and will influence the layout plan and township establishment in order for the matter to be addressed.

Pre Planning/Feasibility Stage

- To record preliminary planning information;
- Conduct site analysis;
- Prepare a sketch plan;
- Make an initial determination of the available area for housing development and estimated number of erven that can be yielded; and
- Engage with engineers to determine best fit for servicing.
- Close out report on the project

Preliminary Layout

- On the basis of the formulated Concept Plan, the Service Provider is expected to provide draft layout to indicate the exact total yield for residential units, socio economic amenities/ facilities, road classes as per Design Standard principles (The Red Book) and indication of no-go areas by means of buffer strip where necessary. Furthermore, the 1:100 year flood line must be indicated on the development plans. The Concept /Framework Plan shall include the broad guidelines for the development of the area.
- Prepare a preliminary layout plan, land usage and schedule of erven;
- The draft layout plan should be presented to the PSC/ professional team meetings for comments in order to submit the amended layout as final for approval. Should amendments be required to the layout during construction, then these amendments and approvals will form part of the scope of the appointment tendered herein.
- Preparation of the Motivation report will be an essential key factor which will be considered as a supporting document of the final layout plan and will be used for submission of the Development Planning Application to the Municipality. This phase will also encompass addressing comments from the PSC/ professional team to finalize the draft layout. The layout plan will incorporate the concept layout plan ideas indicating the broad allocation of land uses and will be presented to the

Project Steering Committee/ professional team meeting for the inputs and comments.

- The detailed final town planning layout and the final planning report will be prepared and submitted to Public Sector Housing unit (pre-submission) for comments to obtain principle approval of draft layout and circulation for comments to relevant parties

Submission To Public Sector Housing

On the basis of the existing Record of Decision, the final layout will take into account of the implementation conditions in the Record of Decision and the Town Planner in preparation of lodging an application shall:

- ensure that the layout is informed by the revised Traffic Impact Assessment (TIA), bulk services report, geotechnical report, topographical survey, land audit and the environmental report and any other studies deemed relevant as per SPLUMA requirements (Public Sector Housing Application Checklist).
- ensure that the design of the layout plan is in line with the relevant design principles and land use management policies of the Municipality including the Spatial Development Framework (SDF), Local Area Plans (LAPs) and the Town Planning Scheme (TPS) as well as the "Red Book".
- ensure that the layout plan is designed in a manner that optimally accommodates the proposed residential and is in close access to the surrounding amenities.
- ensure that Property legal documentation such as the title deed is gathered
- ensure preparation of Conditions of Establishment
- ensure that an informative Motivation report with relevant mapping is attached
- ensure consolidation of underlying properties application is done concurrently with planning application by the land legal professional surveyor
- advertise the town planning application in the relevant newspaper and place the notice on the conspicuous position of the subject site for a period prescribed by the applicable legislation.

The Town Planning Motivation Report together with the layout and supporting studies and approval/consents shall be submitted to Public Sector Housing unit for approval.

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered with the South African Council for Town and Regional Planners as a Professional Town and Regional Planner in terms of Section 20 of the Town and Regional Planners Act, 1984 (Act 19 of 1984) as well as the Planning Professions Act (Act 36 of 2002) and have suitable Professional Indemnity Insurance from an approved Insurer.

PROJECT BRIEF: LAND SURVEYOR

DUTIES AND RESPONSIBILITIES OF THE SURVEYOR:

- The Surveyor will be responsible for the co-ordination and management of all aspects of the survey works. Consultation with the Project Manager and all other Professional Team members.
- The Surveyor will ensure that the data provided is compatible with the systems used to enable the data to be usable by the Project Professional Team of Consultants.
- Attendance at Technical and Community meetings

The Land Surveyor should prepare the following for the purpose of submission for SPLUMA Approval:

- Prepare the Consolidation diagram of underlying properties, and survey to confirm the outside figure diagrams for the entire project study area
- To work with the appointed Town Planner to finalise the Conditions of Establishment (CoEs)
- Prepare Land Legal Report

The land legal audit exercise will focus on the following activities:

- Obtain relevant data from the deeds office and / EThekweni Municipality Land Assembly Office. The information sourced will assist in providing a brief schedule of the properties located within the boundaries of the development by identifying and unpacking underlying properties within the project area.
- Confirm property description, land ownership, expropriation notices, extent of the site, title deeds numbers and any servitudes and restrictive conditions they may affect the proposed housing.
- Ascertain whether there are any land claims registered against the subject property, mineral rights. Ascertain Title Deed Conditions and other Encumbrances affecting the Parent Properties and Removal of Restrictive Conditions
- Conduct land investigation to determine any encumbrances (servitudes, mining right, restrictive conditions of title. etc.
- To provide a detail plan of the site depicting all necessary detail and data in digital format for township design purpose;
- Survey boundary and structures to be provided as follows:
 - i. to determine the boundary positions of the existing structures for the layout plan,
 - ii. and to ensure that there are no conflicts between service and building positions and determine any restrictive conditions within the project area
 - iii. Survey any substantial buildings or services that are already constructed within the project.
- The Surveyor to obtain Approved Documents from the Town Planner and other relevant professional team members. The documents to finalise the consolidation and reservation application include the following:
 - iv. Municipal Project Area hand plan,
 - v. Proposed layout plan,
 - vi. Draft Conditions of Establishment ,
 - vii. KZN DOT Consent if applicable,
 - viii. And; any other documentation deemed relevant for the task
- Supplying final Layouts after survey in DXF format for input into the Local Authority

- Geographic Information System;
- Supplying a reasonable number of plans for the Professional Team (maximum of 7(seven) sets of Layout Plans).
- Establish and accurately fix survey stations to be used for the future setting out of the township;

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered with the South African Geomatics Council for Land Surveyors SAGC as a Professional

PROJECT BRIEF: ENVIRONMENTALIST

DUTIES AND RESPONSIBILITIES OF THE ENVIRONMENTAL CONSULTANT

Complete E.I.A. (Full Environmental Study) and obtain Record of Decision for a low-cost housing development including;

- Submission of application to DAEA
- Public Scoping process
- Specialized studies that are needed for the project
- Scoping report and submission thereof
- E.I.A report, submission and approval
- Ensure that the project meets all statutory environmental specifications and requirements
- Attend progress meetings as required by the Project Manager
- Conduct a wetland assessment, flood line delineation, water table assessment and impacts of the project on flora and fauna.

Pre – Feasibility Scan Phase

- To anticipate by means of Environmental Screening, the key environmental issues associated with a proposed Housing development using techniques including a technical Fatal Flaw Analysis to reveal potential technical flaws in the project, a financial and economic Fatal Flaw Analysis to indicate the viability of the project in broader economic terms and over the long term and an ecological Fatal Flaw Analysis to identify and predict the potential impact of the development on the functional integrity of the ecosystem extending beyond the immediate area in which a proposal would be implemented;
- Establish the suitability of the project for a Housing development;
- Determine the key issues and reasonable alternative for the proposed housing Development from an environmental perspective;
- Consult with and provide information to enable the Relevant Authority to determine whether or not further environmental Assessment is required for the proposed development; and
- Document the key environmental issues associated with proposed Housing Development, identified risks and potential flaws, the findings of the scan and the outcomes of the consultations with Relevant Authorities.

Environmental Scoping Sub – Phase

- To prepare Plan of Study which identifies and defines the roles and responsibility of the authorities, Interested and Affected Parties and other Stakeholders, establishes the process to be undertaken for the Assessment and establishes the contents of the report and the methods to be followed for the Environmental Scoping;
- Make known the proposed Housing development so that interested and affected parties are

afforded an opportunity to comment on the proposed development and the Environmental Scoping process;

- Identify, prioritise and develop in consultation with Stakeholders, a strategy for addressing and resolving issues raised during the Scoping process;
- Prepare a report which provides the scope of work for the Environmental Impact Assessment (EIA) of the proposed Housing Development and establishes an issue trail from the Public Participation Process and draft the scope of work for the studies; and
- Obtain a Record of Decisions from the Relevant Authority which establishes the environmental requirements for Housing Development.

Environmental Impact Report Sub-Phase

- With respect to the scope of work developed in the Environmental Scoping Sub – Phase, to prepare a Plan of Study that describes the identified Environmental Issues and feasibility Alternatives for the proposed Housing Development, proposes methods for identifying the impacts of these on the environment;
- Provides timeframes for the different aspects of the Assessment during the pre – construction, construction, operational and decommissioning phases of the project;
- Make known the proposed housing development so that interested and affected parties are afforded an opportunity to comment on the proposed Housing development;
- Obtain feedback from the Stakeholders on issues raised during the Environmental Scoping Sub – Phase;
- Identify, prioritise address and resolve key issues raised by, and in consultation with, Stakeholders during the EIA process;
- Prepare an Environmental Impact Assessment Report which documents the extent and significance of the identified Environment Impacts of the proposed Housing Development, the proposed Mitigation measures and the issues trail arising from the Public participation process to enable the Relevant Authorities to make decision regarding the environment acceptability of the Housing Development; and
- Obtain a Record of Decisions from the Relevant Authority which informs Stakeholders of the decisions taken regarding Housing Development and the conditions imposed on such a development.

ENVIRONMENTAL PLAN SUB – PHASE

- To establish an Environmental Management Plan to support the contents of the Environmental Scoping report or Environment impact Assessment report and the Record of Decisions provided by the Relevant Authority.

Environmental Monitoring and Auditing Sub – Phase

- To implement a holistic approach to the management of Environmental Impacts of a Housing Development and to institute controls to ensure that the Environmental Impacts are managed in accordance with the Environmental Management Plan.

It should be noted that the service provider must comply with the required supporting studies if required which emphasize that the following plans and studies should also be prepared if required to inform the

development of a layout plan and to complete the feasibility study:

- Integrated Water and Waste Management Plan
- Storm Water Management plan
- Alien plant control programme
- Building plan approval
- Water Use License

The environmental assessment practitioner shall address all objections received during the public participation process. The Environmental Impact Assessment Report will be submitted to the Department Of Economic Development, Tourism and Environment Affairs (DEDTEA) in order to secure a Record of Decision for proposed development.

Professional Competency Required

Service Providers must comply with legislative and governmental policy requirements and be registered with the Council of Environmental Assessment Practitioners of South Africa. Current Legislation does not require Professional registration in this field, however all candidates accompanying Curriculum Vitae (CV) must contain relevant experience and demonstrate competency in field in order to qualify as a responsive tenderer.

- EAPASA registered EAP

PROJECT BRIEF: CIVIL / STRUCTURAL ENGINEERING CONSULTANT

DUTIES AND RESPONSIBILITIES OF CIVIL / STRUCTURAL ENGINEERING CONSULTANT

To provide technical input into the planning stage of the project such that the SPLUMA approval is obtained and will also inform the Town Planning SPLUMA process.

- Evaluation of existing bulk infrastructure servicing the area to determine current infrastructure, available capacity and future demand based on the proposed town planning layout in order to determine any future upgrades that may be necessary. It is envisaged that each household will be supplied with on site sanitation, jojo tank and electricity.
- This will entail inter alia physically verifying existing infrastructure, liaising with the various role players including but not limited to: service providers, town planners, municipal officials etc.

DELIVERABLES

1. Sewer Network

1.1 Existing Sewer

- Physical verification of existing bulk mains
- Investigate and detail the different types of infrastructure servicing the area e.g. water borne sewer, VIP and urine diversion toilets etc.
- Investigate and detail the condition of the service.
- Determine catchment areas and volumes, as per proposed phases, draining into the main bulk line – these areas must be shown on a plan of the area.
- Investigate and detail the available capacity of the existing system.
- Submission of adequately scaled drawings showing all bulk sewer mains within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

1.2 Proposed New Sewer

- Determine future demand by calculating new volumes and flows for each phase based on the densities of the proposed town planning layout.

- Analyse the impact of the new load on the existing system
- Determine upgrades to the existing system, if warranted, including the implementation of an alternative sanitation solution, i.e. the Decentralised Wastewater Treatment Works (DEWATS). Proof of experience in DEWATS must be supplied.
- Provision of detailed designs and drawings for the new/upgraded sewer network and approved by the Water and Sanitation Unit"
- Handover of completed new/upgraded sewer network to the Water and Sanitation Unit

2. Water Reticulation Network

2.1 Existing Water Reticulation

- Physical verification of the existing bulk supply system.
- Investigate and detail the different types of infrastructure servicing the area e.g. stand pipes, individual house connections etc.
- Investigate and detail the condition of the service.
- Determine available capacity of the system as per the proposed phases.
- Submission of adequately scaled drawings showing all bulk water mains within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

2.2 Proposed New Water Reticulation Network

- Determine future demand based on new densities of the proposed town planning layout.
- Analyse the impact of the new load on the existing system
- Determine upgrades to the existing system, if warranted.
- Liaise with the eThekweni Municipality's Water and Sanitation Unit to determine the available water supply and whether additional reservoirs are necessary.
- Provision of detailed designs and drawings for the new/upgraded water network and approved by the Water and Sanitation Unit
- Handover of completed new/upgraded water network to the Water and Sanitation Unit

3. Road Network

3.1 Existing Road Network

- Investigate and detail the main access roads to the area.
- Investigate and detail the types and condition of the existing road network.
- Determine available capacity of Main Road (desk top study will suffice).

3.2 New Proposed Road Network

- Provision of detailed designs and drawings for any new/proposed roads to be approved by Transport Planning Unit and Traffic Engineering Unit.
- Traffic Impact Assessment report and design.

4. Stormwater Network

4.1 Existing Stormwater Network

- Physical verification of existing stormwater pipes and culverts.
- Investigate and detail the different types of infrastructure servicing the area e.g. concrete pipe, open stormwater channels etc.
- Investigate and detail the condition of the service.
- Determine available capacity of the system.
- Submission of adequately scaled drawings showing the stormwater network within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

4.2 New Proposed Stormwater Network

- Determine future runoff based on new densities of the proposed town planning layout.
- Analyse the impact of the new volumes and flows on the existing system.
- Determine upgrades to the existing system, if warranted.
- Determine any protection works to the existing stream that may be necessary.
- Provision of detailed designs and drawings for the new/upgraded stormwater network and

- approved by the Engineering Unit
- Handover of completed new/upgraded stormwater network to the Engineering Unit: Roads Provision

5. Electrical Services

5.1 Existing Electrical Services

- Investigate and detail existing bulk electrical services.
- Show locations of cables, both underground and overhead, transmission boxes and substations on adequately scaled drawings. Electrical servitudes and Eskom HV overhead transmission lines must also be depicted. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.
- Liaison with the eThekweni Municipality's Electricity Unit to establish available capacity of the system.

5.2 Proposed new Electrical Services

- Liaison with the eThekweni Municipality's Electricity Unit/ Eskom to determine necessary upgrades to the network and for provision of new sub-stations to meet the new demand.

6. Other Services

- Flood line Determination report comprising determination of flood levels along all drainages in the study area, annual flood limit, the 1:20 year and the 1: 50 year flood lines. Information must be supplied in dxf format and to be included in the site layout plans.

7. Storm water Management Plan

- A detailed study establishing pre and post development runoff is required. This study will comment on and advise on any attenuation structures that maybe required. Special attention will also be given to the stream which traverses the project area.

8. Traffic Impact Assessment and Public Transport Study

- This study is to be undertaken to provide transportation related input at a Framework Level and then to elaborate on these initial assessments to produce a detailed Traffic Impact Assessment and Public Transport Study.

9. Civil Engineering Design

- The civil engineer to undertake all infrastructure designs necessary that is, detailed designs.

10. Structural Designs

- To provide rational designs of the structural elements of houses in accordance with the provisions of the Home Building Manual and NHBRC requirements in order to satisfy certain provisions of the generic specifications GFSH-11
- Make sure designs are approved by the relevant statutory bodies.
- To undertake sketch plans of housing units which capture the broad technical and functional characteristic of homes in a Housing Development.
- To undertake various designs of plans that suits single standing house, semidetached houses, densification models of various stories and approvals thereof.
- To undertake working drawings for the construction of housing units; and
- Provide house plans for local government approval in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977).

11. Water Modelling Report and Design

- Carry out assessment of existing infrastructure which should be logging of flows from reservoir outlet leading up to proposed development and logging pressures.
- Calculate the anticipated water demands as per the EWS recommended domestic demands.
- Assess the impact of the additional water demands of the proposed development on the existing water supply network. Should any restrictions or bottlenecks be identified, the required upgrades which are attributed to the proposed development to be identified and addressed with this Unit prior to any development.
- Model and present to EWS the results of the water design flows and design parameters. These should be three scenarios (ADD, ADD + Peak and plus Fire Flow).

- Compile a report on the assessment of the impact of the water demands from the proposed development, including recommendations. The latter report to be submitted to EWS Planning department for their input.

Professional Competency Required

Service Providers must comply with legislative and governmental policy requirements and be registered with the Engineering Council of South Africa, as a professional in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), CIDB (if applicable) and any other respective professional body. Must have the Professional Indemnity as prescribed by the Engineering Council. PI cover must be maintained by the professional for a minimum period of 3 years after completion of the project as stipulated by ECSA.

PROJECT BRIEF: SPECIALISED DEVELOPMENT FACILITATION AND BENEFICIARY ADMINISTRATION

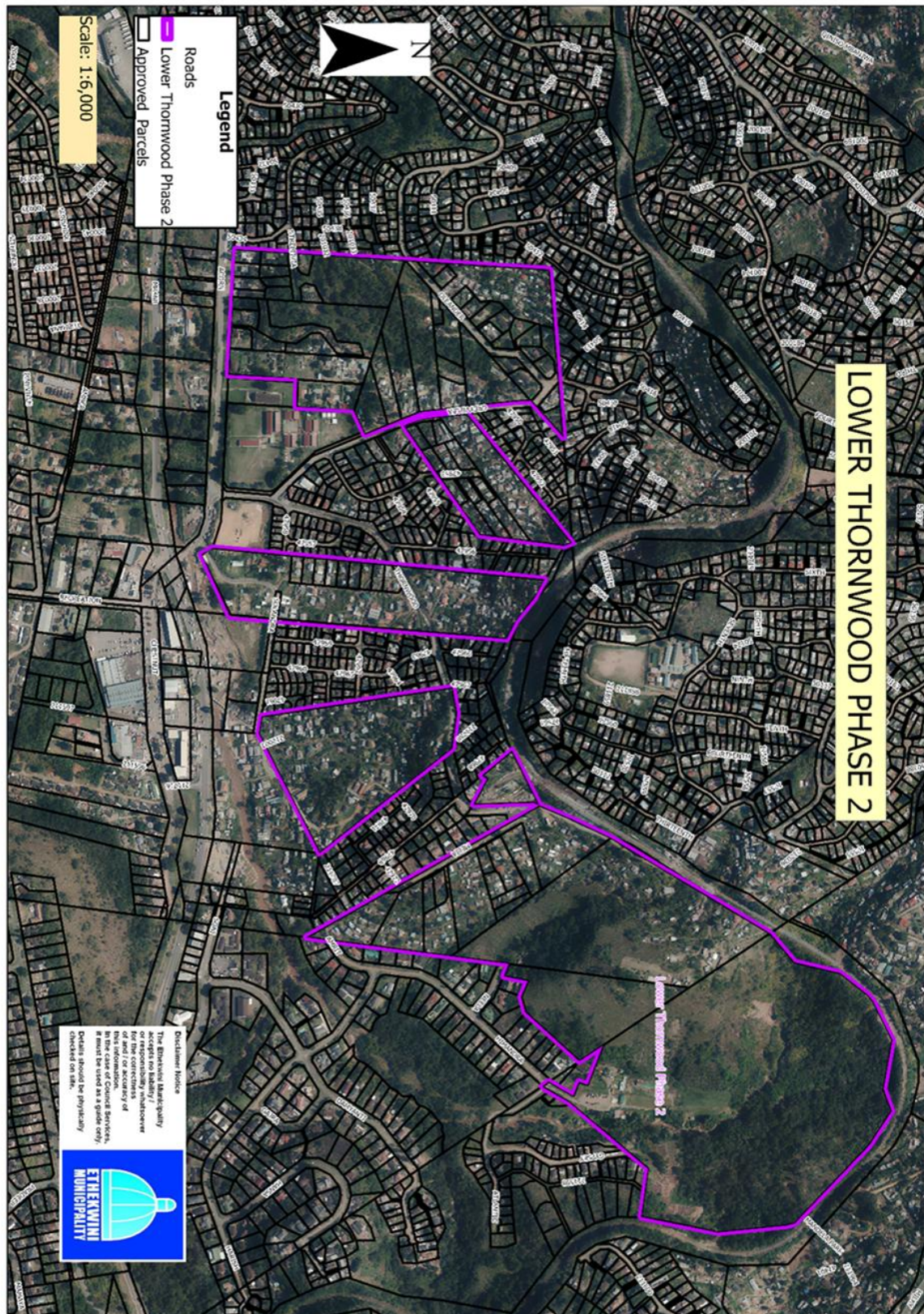
DUTIES AND RESPONSIBILITIES FACILITATION AND BENEFICIARY ADMINISTRATION CONSULTANT

- Undertaking social facilitation/ surveys for the projects requested by the Department of Human Settlements by engaging with relevant stakeholders within the communities to be developed.
- Provide reports on social facilitation/ surveys for the projects requested by the Department of Human Settlements
- Conducting regular meetings with professionals and community leadership.
- Communicating the projects processes and progress to the relevant stakeholders.
- Facilitate and undertake beneficiary administration.
- Providing social workers for cases that need special attention within projects
- Consolidating a social compact determining the needs analysis in thus guiding to what product is needed
- Putting together a submission on project need basis

Professional Competency Required Service Providers must comply with legislative and governmental policy requirements Packaging (Funding Request)

PART C4 : SITE INFORMATION

C4.1 LOCALITY PLAN



C3.3: ANNEXURES

C3.3.1 CIDB STANDARD PROFESSIONAL SERVICES CONTRACT

STANDARD PROFESSIONAL SERVICES CONTRACT

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



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