



CLUSTER
Human Settlement, Engineering, and Transport

UNIT
ETHEKWINI TRANSPORT AUTHORITY

DEPARTMENT
Strategic Transport Planning Department

PROCUREMENT DOCUMENT
PROFESSIONAL SERVICES

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

Contract No: 1T-26450

Contract Title: CONSULTING ENGINEERING SERVICES FOR THE PLANNING AND PREPARATION OF THE IPTN CORRIDOR ROUTE C2 BUSINESS PLAN.

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Non-Compulsory Clarification Meeting .

Meeting Location, Date, Time:

Non-Compulsory virtual briefing session will be held on Thursday, 26 October 2023 at 13h00 with representatives of the Employer via the MICROSOFT TEAMS application. Interested parties must register their intention to attend the briefing session by latest 15h00 on Tuesday, 24 October 2023 to Robin.Chetty@durban.gov.za for ETA to send meeting login credentials.

**Queries can be addressed to:
The Employer's Agent's:
Representative:**

Mr. Minal Singh
Tel: 031 322 8857
email: Minal.Singh@durban.gov.za
All email queries to be submitted on the 09 November 2023 and consolidated questions and answers must be uploaded on the website on the 16 November 2023.

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 24 November 2023 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Strategic Transport Planning Department

Date of Issue: 20/10/2023

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for **CONSULTING ENGINEERING SERVICES FOR THE PLANNING AND PREPARATION OF THE IPTN CORRIDOR ROUTE C2 BUSINESS PLAN.**

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Strategic Transport Planning Department	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	Non-Compulsory virtual briefing session will be held on Thursday, 26 October 2023 at 13h00 with representatives of the Employer via the MICROSOFT TEAMS application. Interested parties must register their intention to attend the briefing session by latest 15h00 on Tuesday, 24 October 2023 to Robin.Chetty@durban.gov.za for ETA to send meeting login credentials.	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Mr. Minal Singh Tel: 031 322 8857 email: Minal.Singh@durban.gov.za All email queries to be submitted on the 09 November 2023 and consolidated questions and answers must be uploaded on the website on the 16 November 2023.	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building, Ground Floor, 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 24 November 2023 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Strategic Transport Planning Department**

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

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

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

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

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

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

Mr. Minal Singh

Tel: 031 322 8857

email: Minal.Singh@durban.gov.za

All email queries to be submitted on the 09 November 2023 and consolidated questions and answers must be uploaded on the website on the 16 November 2023.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

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

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

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

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

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

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

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

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

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

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

F.2.7 Clarification meeting:

Non-Compulsory virtual briefing session will be held on Thursday, 26 October 2023 at 13h00 with representatives of the Employer via the MICROSOFT TEAMS application. Interested parties must register their intention to attend the briefing session by latest 15h00 on Tuesday, 24 October 2023 to Robin.Chetty@durban.gov.za for ETA to send meeting login credentials.

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

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

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

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

- Contract No. : **1T-26450**
- Contract Title : **CONSULTING ENGINEERING SERVICES FOR THE PLANNING AND PREPARATION OF THE IPTN CORRIDOR ROUTE C2 BUSINESS PLAN.**

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

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

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

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

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

- Date : **Friday, 24 November 2023**
- Time : **11h00**

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

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

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

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

Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

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

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 5.1.

Preference Points

Refer to T2.2.6: “MBD 6.1: Preference Points Claim”.

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**
Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	6.4	n/a
	Greater or equal to 51% and less than 100%	12.8	n/a
	Equals 100%	16	n/a
Maximum Goal Points:		16	n/a

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

- w1 = 100%, w2=0%, w3=0% (where: w1 + w2 + w3 = 100%)

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

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

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

Goal Weighting: 20%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	1	n/a
Kwa Zulu Natal	2	n/a
eThekweni Municipality	4	n/a
Maximum Goal Points:	4	n/a

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

- CSD report

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

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

F.3.17 Copies of contract: The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**. Bidders are required to submit a SOFT COPY of their completed tender document scanned and saved onto a memory stick/Disc.

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation

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

Functionality criteria	Sub criteria	Points	Evaluation Schedule(s)
Approach / Methodology	Detailed methodology and Programme which shall demonstrate the Service Providers understanding of the work and the method of undertaking the scope of work.	20	Page 42
Tenderer's Experience	Experience of similar type projects over the last five years	40	Page 36
Proposed Organogram, staffing and work plan	Project organogram and experience of people allocated to the project	10	Page 37
Experience of Key Resources in executing work of similar nature	Experience and qualifications in relation to Public Transport Planning	30	Page 39
Maximum possible score for Functionality (M_s)		100	

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

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

Criterion : Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted / Scope of work copy and pasted from terms of reference
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

Level	pts	Criterion: Tenderer’s Experience
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
Level 2	70	To have successfully completed 4 to 5 <u>projects</u> of a similar nature within the past 10 years.
Level 3	90	To have successfully completed 6 to 7 <u>projects</u> of a similar nature within the past 10 years.
Level 4	100	To have successfully completed 8+ <u>projects</u> of a similar nature within the past 10 years.
Similar in nature refers to projects related to integrated public networks and the development of business plans relating to rail services		

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

Experience of Key Resources in Executing Work of Similar Nature								
Job Title	2. Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience after registration on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Specialist Public Transport Planner	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng or PR Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	8%
Project Executive	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	4%
Project Manager	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng/ Pr. Tech Eng/ PMP	No Submission	<10	>10< 12	>12< 15	>15	5%
Traffic And Transportation Specialist/s	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6%
Transport Modeller	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6%
Public Transport Operations Specialist	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6%
Transport Economist	B.Comm (Transport) or Bachelors Degree / Post grad Qualification in Transport Economics	Applicable Registration	No Submission	<10	>10< 12	>12< 15	>15	4%
Architectural Services	B.Arch/ B.Tech (Arch)	Pr. Arch	No Submission	<10	>10< 12	>12< 15	>15	2%
Urban Design Services	B.Arch/ B.Tech (Arch)	Pr. Urban Design/ Pr Urban Design Tech.	No Submission	<10	>10< 12	>12< 15	>15	4%
Land Use Management/Town Planning Services	MTRP/ B.Tech (Town Planning)	Pr Plan	No Submission	<10	>10< 12	>12< 15	>15	6%

Transit Orient Development (TOD) Specialist	MTRP/ B.Tech (Town Planning)	Pr. Plan/ PR. Eng/PR.Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6%
Geometric Design Services	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	5%
Structural Engineering Services	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6%
Environmental Management Services	BSc. (Environmental/ relevant environmental qualification)	Pr.Sci. Nat	No Submission	<5	>10< 12	>12< 15	>15	2%
Quantity Surveying Services	BSc. QS/ B.Tech QS	Pr. QS/ Pr. Tech QS	No Submission	<5	>10< 12	>12< 15	>15	2%
Universal Access Services	Relevant Qualifications	Appropriate Registration	No Submission	<5	>10< 12	>12< 15	>15	2%
Business development specialist	Relevant Qualifications	Appropriate Registration	No Submission	<5	>10< 12	>12< 15	>15	2%
GIS Specialists	Bachelors degree in Geography, Cartography or related field	SAGC	No Submission	<5	>10< 12	>12< 15	>15	5%
Rail Specialist	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	2%
ITS Specialist	Bachelors Degree in ITS or related field	Appropriate registration	No Submission	<5	>10< 12	>12< 15	>15	3%

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2.2	Certificate of Attendance at Clarification Meeting	18
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	20
T2.2.4	MBD 4: Declaration of Interest	21
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	23
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
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T2.2.9	Joint Venture Agreements (if applicable)	32
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T2.2.11	Declaration of Municipal Fees	34
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Technical or Functionality Evaluation

T2.2.13	Experience of Tenderer	36
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T2.2.15	Personnel Schedule	38
T2.2.16	Experience of Key Personnel	38
T2.2.17	Approach Paper / Methodology / Programme	41

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [14](#) to [41](#).

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

This is to certify that:

(tenderer name):

of (address):

.....
.....
.....
.....

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

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

Particulars of person(s) attending the meeting:

Name:	Name:
Signature:	Signature:
Capacity:	Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

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

	Circle Applicable	
3.8 Are you presently in the service of the state?	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			

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	16	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	4	n/a		n/a
Total CLAIMED Points (20 Maximum)				

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

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.9 JOINT VENTURES AGREEMENTS

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

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

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

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

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

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

Level	Points	Criterion: Tenderer’s Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 5 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 6 to 7 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 8+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.5: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

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

The tenderer must attach their Proposed Organisation and Staffing to this page.

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

Level	Points	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided.
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based. Project work plan is incomplete, weak and lacking detail. There is no clarity or certainty in deliverable timeframes.
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based. The project work plan is complete with GANTT chart showing the tasks/ deliverables and anticipated timeframes.
3	90	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based. Project work plan is detailed with GANTT chart showing some task / deliverables broken down into sub tasks (in accordance with proposed methodology) and anticipated timeframes.
4	100	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based. Project work plan is detailed with GANTT chart showing all task / deliverables broken down into sub tasks (in accordance with proposed methodology) and anticipated timeframes.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 PERSONNEL SCHEDULE

Refer to T1.2.3.5: "Functionality Specification" 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, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EXPERIENCE OF KEY PERSONNEL

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

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

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

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

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

Overall Project Management:

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

Technical Expertise of Key Staff

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

Experience of Key Resources in Executing Work of Similar Nature								
Job Title	2 Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience after registration on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Specialist Public Transport Planner	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng or PR Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	8
Project Executive	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	4
Project Manager	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng/ Pr. Tech Eng/ PMP	No Submission	<10	>10< 12	>12< 15	>15	6
Traffic And Transportation Specialist/s	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6
Transport Modeller	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	6
Public Transport Operations Specialist	Pr.Eng, Pr Tech Eng	Pr. Eng, or Pr. Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	8
Transport Economist	B.Comm (Transport) or Bachelors Degree / Post grad Qualification in Transport Economics	Applicable Registrantion	No Submission	<10	>10< 12	>12< 15	>15	4
Architectural Services	B.Arch/ B.Tech (Arch)	Pr. Arch	No Submission	<10	>10< 12	>12< 15	>15	4
Urban Design Services	B.Arch/ B.Tech (Arch)	Pr. Urban Design/ Pr Urban Design Tech.	No Submission	<10	>10< 12	>12< 15	>15	5
Land Use Management/Town Planning Services	MTRP/ B.Tech (Town Planning)	Pr Plan	No Submission	<10	>10< 12	>12< 15	>15	4
Transit Orient Development (TOD) Specialist	MTRP/ B.Tech (Town Planning)	Pr. Plan/ PR. Eng/PR.Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	4
Geometric Design Services	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	4
Structural Engineering Services	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	3
Environmental Management Services	BSc. (Environmental/relevant environmental qualification)	Pr.Sci. Nat	No Submission	<5	>10< 12	>12< 15	>15	3
Quantity Surveying Services	BSc. QS/ B.Tech QS	Pr. QS/ Pr. Tech QS	No Submission	<5	>10< 12	>12< 15	>15	2
Universal Access Services	Relevant Qualifications	Appropriate Registration	No Submission	<5	>10< 12	>12< 15	>15	5
Business development specialist	Relevant Qualifications	Appropriate Registration	No Submission	<5	>10< 12	>12< 15	>15	5
GIS Specialists	Bachelors degree in Geography, Cartography or related field	SAGC	No Submission	<5	>10< 12	>12< 15	>15	4
Rail Specialist	BSc.(Eng) – Civil/ B.Tech (Eng- Civil)	Pr. Eng./ Pr Tech Eng	No Submission	<10	>10< 12	>12< 15	>15	10
ITS Specialist	Bachelors Degree in ITS or related field	Appropriate registration	No Submission	<5	>10< 12	>12< 15	>15	5

CVs of the team must **not be more than 2 pages each** and 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
----------------------	----------------	--------	---	--

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

Refer to T1.2.3.5: “Functionality Specification” 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.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 10 pages.

The scoring of the approach paper will be as follows:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **1T-26450**

Contract Title: **CONSULTING ENGINEERING SERVICES FOR THE PLANNING AND PREPARATION OF THE IPTN CORRIDOR ROUTE C2 BUSINESS PLAN.**

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

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

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

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

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

For the Tenderer:

Name of Tenderer (*organisation*) :

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Address :

:

Witness:

Signature :

Name(*in capitals*) : :

Date :

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

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

This Form will be completed by the Employer

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Strategic Transport Planning Department**

3.4 & The authorised and designated representative of the Employer is: **Mr. Minal Singh**

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

- Telephone : **031 322 8857 (t)**
- e-mail : **Minal.Singh@durban.gov.za**

The address for the Receipt of communications is: **Ethekwini Transport Authority, 30 Archie Gumede Place, Durban, 4000**

1 The Project is : **1T-26450**
: **CONSULTING ENGINEERING SERVICES FOR THE PLANNING AND PREPARATION OF THE IPTN CORRIDOR ROUTE C2 BUSINESS PLAN.**

1 Period of Performance : **18 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.

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is : **eThekweni Municipality, Durban**

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

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

3.12 The penalty per Day payable is : **R 5,000 subject to a maximum amount of R 200,000.**

- 3.15.1 The programme shall be submitted within **fourteen (14) Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **four (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 required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Professional Indemnity**
Cover is : **R 7,500,000**
Period of cover : **Duration of the Contract**
2. Insurance against : **Public Liability**
Cover is : **R 5,000,000**
Period of cover : **Duration of the Contract**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) Traffic or Public Transport surveys.
 - 2) Familiarisation and use of the Ethekwini EMME and TransCad model
 - 3) Flights
 - 4) Meeting with stakeholders
 - 5) Making any public statements, presentations or sharing work relating to the project.
 - 6) Printing or publication of material.
- 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 **7 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **A formal letter accepting the consultants work is issued by the Employer.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **12 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 : **President of the South African Institution of Civil Engineering**.

- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **President of the South African Institution of Civil Engineering.**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **the total value of the project.**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **1 months** from the date of termination or completion of the Contract.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to an EME or QSE which is at least 100% black owned.

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

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

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

C2.2 : PRICING SCHEDULE

Number	ITEM	Amount (excl.vat)
1	Project Management	
2	Deliverable 1 : C2 Corridor review and refinement of requirements Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.1	
3	Deliverable 2: IPTN C2 business model Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.2.	
4	Deliverable 3 – Institutional and organizational requirements Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.3	
5	Deliverable 4 – Transitioning of existing services and industry Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.4	
6	Deliverable 5 – Funding and financing models Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.5	
7	Deliverable 6 – Assessment of risks and identifying mitigation measures Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.6	
8	Deliverable 7 – Implementation Plan for the C2 system Milestone: Receipt and approval by ETA of all deliverables and relevant information documents / drawings / designs, as per clause C3.4.7	

9.1	Provisional Amount for Data Collection and traffic surveys	R 500,000.00
9.2	Specify maximum handling fee relating to item 9.1	
10	Disbursement (15%)	
	Sub-Total	
	Vat	
	Total carried to Form of Tender	

NAME :

(Block Capitals)

SIGNATURE :

DATE:

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

PART C3 : SCOPE OF WORK

C3.1 PURPOSE

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

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

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

The desired business plan must:

- Address the full C2 trunk-and-feeder network, its associated service and infrastructure requirements, together with land requirements
- Illustrate the strategic business and institutional arrangements to be established for implementing the full C2 system
- Evaluate the overall financial implications and funding strategy(ies) for the project
- Develop the necessary plans to both provide the level of detail required to support implementation of the C2 corridor and to guide the rollout of the corridor.
- Investigate and factor in the recent 2021/22 Rail Policy, 2022/23 Legislation and rail functions that can be developed to Ethekewini Municipality. The study must include the nature, form and process to devolve rail to the Ethekewini Municipality.

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

C3.2 BACKGROUND TO THE IPTN AND THE C2 CORRIDOR

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

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

Table 1: Phases of Ethekwini's IPTN

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

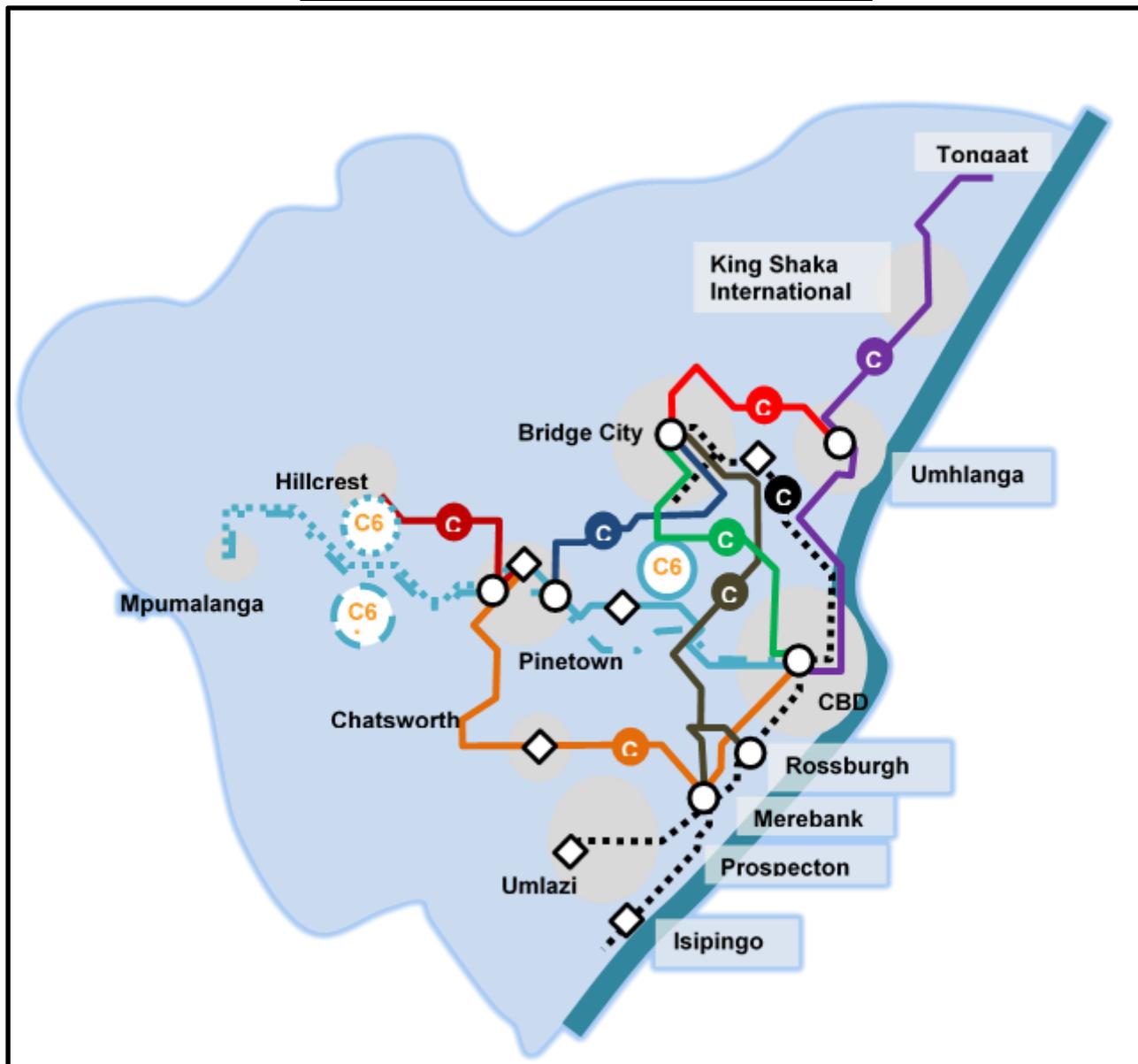


Figure 1 – Schematic illustrating full IPTN system

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

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

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

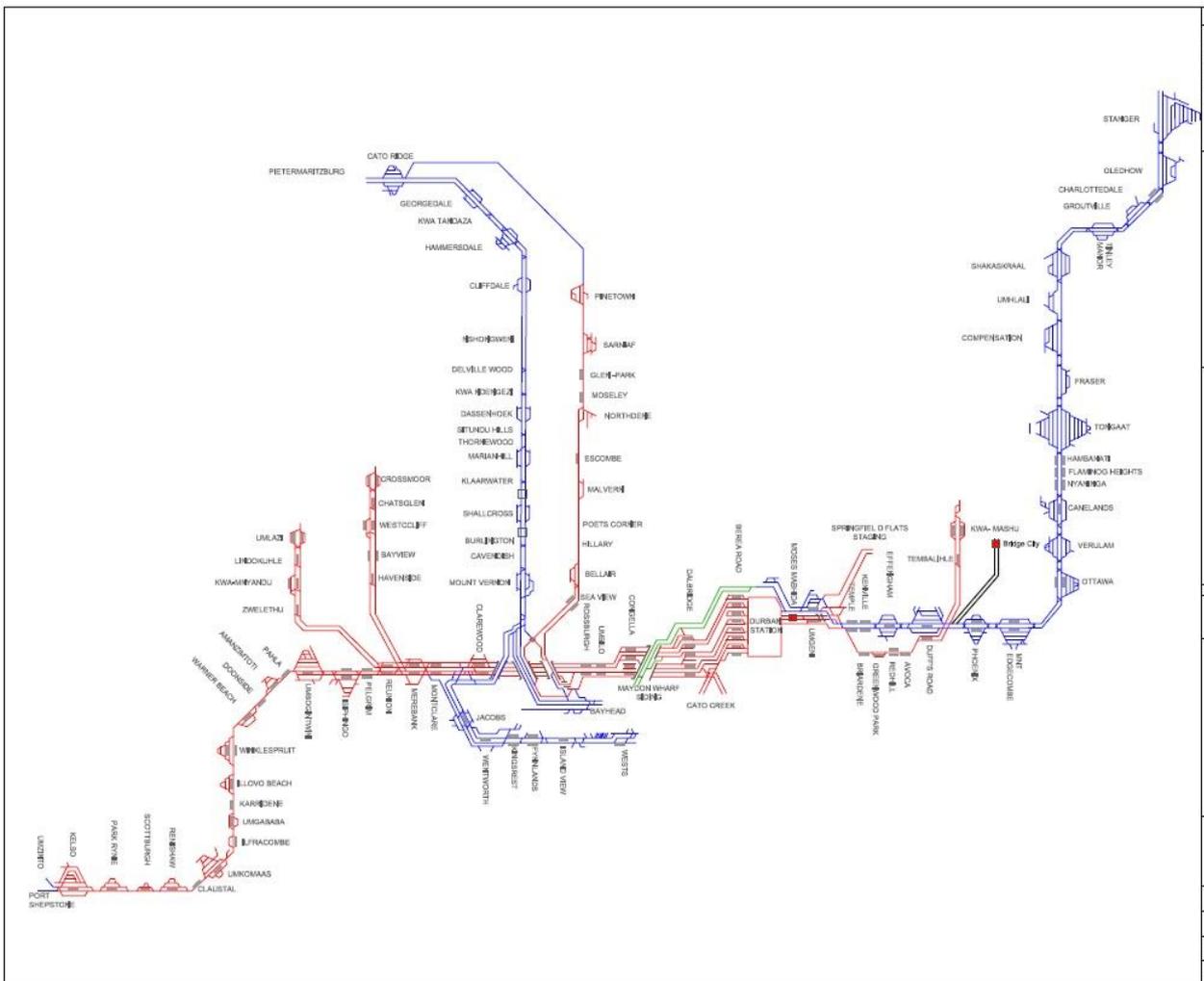


Figure 2 – PRASA rail network

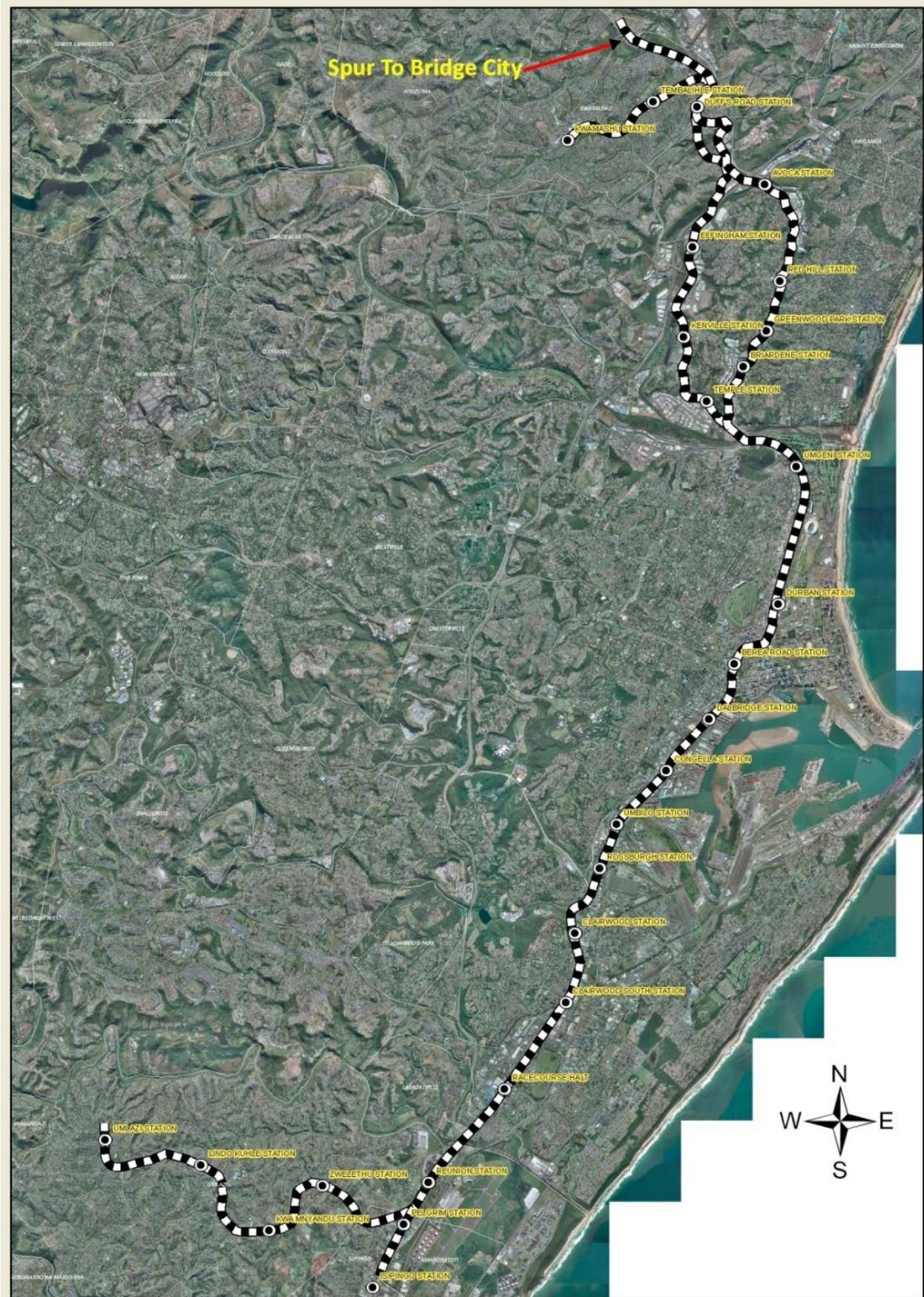


Figure 3: C2 Rail Corridor

In terms of the C2 corridor, to date:

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

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

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

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

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

C3.3.1 C2 Corridor Review and Refinement of Requirements

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

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

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

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

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

C3.3.2 IPTN C2 Business Model

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

a) Functional requirements

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

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

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

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

c) Station services model

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

- Staffing
- maintaining and managing stations
- Safety

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

d) Depot model/strategy

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

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

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

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

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

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

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

Other considerations

The business model will also need to address:

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

C3.3.3 Institutional and Organizational Requirements

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

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

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

C3.3.4 Transitioning of Existing Services and Industry

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

The aim of this activity is to therefore:

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

C3.3.5 Funding and Financing Models

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

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

- Identify role players who will be responsible for funding and define the respective roles and responsibilities in this regard
- Determine infrastructure and equipment costs
- Determine operating costs
- Define funding/financing strategies
- Provide summary of financing requirements

C3.3.6 Assessment of Risks and Identifying Mitigation Measures

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

The aim of this activity is as follows:

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

C3.3.7 Implementation Plan for the C2 System

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

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

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

C3.4 PROJECT DELIVERABLES

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

C3.4.1 C2 Corridor review and refinement of requirements

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

C3.4.2 IPTN C2 business model

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

C3.4.3 Institutional and organizational requirements

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

C3.4.4 Transitioning of existing services and industry

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

C3.4.5 Funding and financing models

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

C3.4.6 Assessment of risks and identifying mitigation measures

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

C3.4.7 Implementation Plan for the C2 system

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

C3.5 BASIS OF APPOINTMENT / REQUIREMENTS

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

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

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

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

C3.5.1 Planning and Programming

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

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

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

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

C3.5.2 Quality Management System

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

C3.5.3 Details to Be Provided With Service Provider Invoices

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

C3.5.4 Software Applications

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

C3.5.5 Format of Communications

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

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

C3.5.6 Management / Progress / Technical Meetings

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

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

C3.5.7 Applicable National and International Standards

All work shall as a minimum be undertaken in line with the appropriate SANS standards. Use of standards other than SANS (where appropriate SANS standards exist) shall be subject to the prior approval of the Employer.

All contract documentation shall comply with the Construction Industry Development Board's Standard for Uniformity in Construction Procurement.

C3.5.8 Best Practice

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

Deliverables:

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

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

3.5.9 Skills Transfer / Candidate Development Programme

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

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

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

C3.5.10 Proof of Compliance with the Law

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

C3.5.11 Empowerment Strategy

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to an EME or QSE which is at least 100% black owned.

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

C4. ANNEXURES

C4.1. STANDARD CONDITIONS OF TENDER

C4.2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

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

Annex F *(normative)*

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can erode an appearance of impartiality that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include those, inherent or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

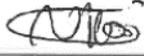
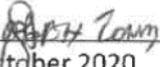
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ETHEKWINI MUNICIPALITY
Occupational Health & Safety Unit

**37.2 Agreement in terms of Occupational
 Health and Safety Act No. 85 of 1993**



Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	eThekweni Municipality – ETA Unit
Project Name	Preliminary Design and Environmental Impact Assessment for a Second Access Road to the Port of Durban
Contract Number	1T- 45226
Revision	01
Date	16/10/2020
Internal Reference no.	37.2 AGM/107 /10/2020
Compiled by (Safety officer)	Siya Nkosi Signature:  Date: 16 October 2020
Reviewed by (Manager: Safety & Risk)	Arty Zondi Signature:  Date: 16 October 2020

ETHEKWINI MUNICIPALITY
OCCUPATIONAL HEALTH AND SAFETY



OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2

Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act

Written agreement between ETHEKWINI Municipality (the “employer”)

And

(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I,, am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed or machinery and plant used by the “mandatary” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during the course of any Contract awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

The Professional Service Provider is expected to complete the COVID 19 point of entry questionnaire on daily basis.

The Professional Service Provider employees are expected to wear appropriate PPE

The Professional Service Provider driver is expected to comply with eThekwini Municipality speed limit and safety signage

Signed thisday of20.....

On behalf of the “mandatary” (print).....

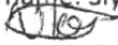
(sign)

On behalf of the “employer” (print).....

(sign)



COVID 19 Health and Safety Specification

Document Title	COVID 19 Health & Safety Specification
Client	eThekweni Municipality – ETA Unit
Project Name	Preliminary Design and Environmental Impact Assessment for a Second Access Road to the Port of Durban
Contract Number	1t - 45226
Revision	01
Date	16/10/2020
Internal Reference no.	COVID 19/288 /10/2020
Compiled by (Client Construction Health and Safety Agent)	Name and surname: Siya Nkosi Signature:  Date: 16 October 2020
Reviewed by (Manager: Safety & Risk)	Name and surname: Arty Zondi Signature:  Date: 16 October 2020



COVID 19 HEALTH AND SAFETY SPECIFICATION

Background:

Corona viruses are a large family of viruses that are found both in humans and animals. Some of these viruses are known to cause illnesses ranging from common cold to severe respiratory diseases. Corona virus (COVID-19) was identified in December 2019 in China. COVID-19 infections have spread to other countries in the world. Exposure to Covid-19 may cause flue like symptoms such as coughing, sneezing, headaches, fever, sore throat and at times affect the lungs and airways of employees. Symptoms can be mild, moderate, severe or fatal.

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e. compared to influenza virus outbreaks).

Introduction

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents

Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE). However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore Construction Management should develop Standard Operating Procedures as there may be unique circumstances and make a necessary call in the interest of the health and safety of employees

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore management should develop SOP's as there may be unique circumstances and make a necessary call in the interest of the health and safety of Contractor employees

Definitions

"**BCEA**" means the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

"**COVID-19**" means Coronavirus Disease 2019

"**Disaster Management Act**" means the Disaster Management Act, 2002 (Act No.57 of 2002)

"**OHSA**" means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

"**PPE**" means personal protective equipment

"**virus**" means SARS-Cov-2 virus

"**Worker**" means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer

“workplace” means any premises or place where a person performs work

“NICD” means National Institute for Communicable Diseases

“OMP” means Occupational Medical Practitioner

Hand Hygiene:

- The Professional Service Provider must provide 70% alcohol-based hand sanitizers to his/her employees.

Social Distancing:

- The Professional Service Provider must ensure social distancing is always maintained when working.
- The professional Service Provider must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask or face shield.

Personal Protective Equipment (PPE)

- The Professional Service Provider must always wear cloth mask.
- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.

Point of entry screening

- The Professional Service Provider must ensure that the daily point of entry screening is completed when entering eThekweni Municipality premises.

Symptomatic employees

- The Professional Service Provider must ensure that employees who are sick with continuous cough, sore throat, difficulty breathing, or a high temperature in the workplace will be encouraged to stay home.

Emergency Numbers

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456
- COVID-19 National Crisis Helpline - 0861 322 322
- NICD (National Institute of Communicable Diseases) 24-Hour toll-free hotline number: 0800 029 999 or 0800 111 132
- SAPS gender-based violence service complaints (SAPS) - 0800 333 177

- GBV (Gender Based Violence) Command Centre -0800 428 428/ *120*7867# (free from any cell phone)/ SMS Line: 32312
- Women Abuse Helpline - 0800 150 150
- People Opposing Women Abuse (POWA) - Tel: 011 642 4345/ Afterhours cellphone: 0837651235
- Child Line - 0800 055 555
- Lifeline South Africa - 0800 012 322 (free on mobile networks including landlines)
- FAMSA - Advice on family relationships - 011 975 7107
- Human trafficking - Report cases of human trafficking - hotline operated by the Salvation Army and Be Heard - 08007 37283 (0 8000-rescue)
- National Human Trafficking Helpline - 0800 222 777
- Persons with Disabilities - SMS 'help' to 31531
- National AIDS Helpline - 0800 012 322
- Suicide Helpline - 0800 567 567
- Stop Gender Violence - 0800 150 15
- Substance Abuse Helpline - 0800 12 13 14

References

- COVID-19 Disaster Management Act
- Occupational Health & Safety Act 85 of 1993
- The Department of Employment and Labour: Workplace Preparedness: COVID-19 (SARS-CoV-19 virus)
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Hazardous Biological Agents Regulations
- National Institute for Occupational Health (NIOH)

COMPANY LOGO

Covid-19 access into construction site, point of entry screening questionnaire

Company / Construction Site: _____

Name and Surname: _____ Co No: _____

Line Manager Name: _____

Question:	Yes	No
1. Have you had flu or symptoms of flu in the last few weeks?		
2. Do you have a persistent cough that has started in the last few days?		
3. Do you have symptoms of fever? (red, tearing or burning eyes, sweats, clammy hands)?		
4. Do you have any signs of a respiratory infection, shortness of breath, difficulty breathing? (Self-test: Hold in your breath for 10 seconds)		
5. In the last 14 to 21 days, have you travelled outside the borders of South Africa?		
6. In the last 14 to 21 days, have had contact with anybody that has travelled outside the Provincial or South African borders?		
7. Have you been near or in contact with anyone who has symptoms or tested positive for COVID-19?		
If you have answered yes to any of the above questions, please inform your supervisor immediately. Brief description of events (When, where and who else were you with: _____ _____ _____		
Personal Commitment		
✓ I further undertake to immediately report any change in my medical condition to my supervisor/manager!		
✓ I will always maintain excellent personal and company hygiene standards!		
✓ I will maintain and keep the minimum social distance of 1m between myself and other employees!		
✓ I will utilize PPE and sanitizers provided to me to prevent the spread of the virus!		
✓ I will ensure all equipment / materials handed over to another person has been cleaned and sanitized!		
✓ I will not abuse, misuse, share or lose the PPE and related materials / equipment issued to me!		
Employee Signature		
Date		

Temperature: _____ °C. (if temperature is at 38°C or higher refer to Process Flow Annexure 1 document then deny entry, isolate and start reporting process)

Entry Cleared Yes No

Construction Manager/Supervisor: _____ Signature: _____ Date: _____

Comments: _____

