



DEPARTMENT (Cluster)

TECHNICAL SERVICES

DIRECTORATE (Unit)

eThekweni Water Services

DIVISION

Water Engineering Infrastructure

**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: 34122-5W**

**Contract Title:** Professional Service Contract for the Upgrade of Thandokuhle Reservoir, the construction of a 5 ML reservoir, 300KI Elevated Tank, Pump Station, and associated works Ward 2

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting

-29.688608, 30.757599 (Kwanyusa Sport Ground)

**Meeting Location, Date, Time:** On 24 November 2025 at 10:00-11:00



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

**Lungelo Khomo, Pr. Eng**

**Tel: 031-311-8170**

**eMail: [Lungelo.khomo@durban.gov.za](mailto:Lungelo.khomo@durban.gov.za). All email queries are to be submitted by 19 January 2026. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 23 January 2026**

**TENDER SUBMISSION**

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

**Delivery Location:**

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)**

**Closing Date/ Time: Friday, 30 January 2026**

**at 11h00**

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**FOR OFFICIAL USE ONLY**

<b>Tenderer Name:</b>		<b>VAT Registered: Yes No</b>
	<b>Price (excl)</b>	<b>VAT</b>
<b>Submitted: R</b>	<b>R</b>	<b>R</b>
<b>Corrected: R</b>	<b>R</b>	<b>R</b>

**ETHEKWINI MUNICIPALITY**

**Deputy Head: Water Engineering Infrastructure**

**Date of Issue: 14/11/2025**

Document Version : 14/03/2023(a)

**FOR OFFICIAL USE ONLY**

<b>Tenderer Name:</b>			<b>VAT Registered: Yes No</b>
	<b>Price (excl)</b>	<b>VAT</b>	<b>Price (incl)</b>
<b>Submitted: R</b>		<b>R</b>	<b>R</b>
<b>Corrected: R</b>		<b>R</b>	<b>R</b>

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## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the provision of Professional Services for the upgrade of the Thandokuhle Reservoir. The scope of the Professional Services shall include, but not be limited to, the design, documentation, contract administration and construction monitoring of a 5ML reservoir, a 300 kl elevated tank, a pump station, and all associated works. The Professional Services are to be provided over a period of 36 Months.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <a href="#">Water Engineering Infrastructure</a>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>-29.688608, 30.757599 (Kwanyusa Sport Ground)</b> <b>On 24 November 2025 at 10:00-11:00</b> 	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative, whose contact details are: <b>Lungelo Khomo, Pr. Eng</b> <b>Tel: 031-311-8170</b> <b>eMail: <a href="mailto:Lungelo.khomo@durban.gov.za">Lungelo.khomo@durban.gov.za</a>. All email queries are to be submitted by 19 January 2026. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 23 January 2026</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building</b> <b>166 KE Masinga Road, Durban</b> <b>Bidders are required to also make an</b> electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. <b>SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: <a href="mailto:supplier.selfservice@durban.gov.za">supplier.selfservice@durban.gov.za</a></b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 30 January 2026</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> 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 <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation	F.3.11

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requirements.

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Water Engineering Infrastructure**

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

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3<sup>rd</sup> 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 the employer's agent:

Truman Hardon Pr. Eng

Tel: 031 311 8536

eMail: Truman.Hardon@durban.gov.za

The Employer's Agent's Representative is:

Lungelo Khomo, Pr. Eng

Tel: 031-311-8170

eMail: Lungelo.khomo@durban.gov.za. All email queries are to be submitted by 19 January 2026. Emailed questions and answers will be consolidated and posted on Eenders/Municipal website/SSS for the benefit of all tenderers by 23 January 2026

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 (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekweni Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://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:**  
**-29.688608, 30.757599 (Kwanyusa Sport Ground)**  
**On 24 November 2025 at 10:00-11:00**

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: Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**All email queries are to be submitted by 20 November 2025. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 27 November 2025**

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

- Contract No. : **34122**
- Contract Title : **Professional Service Contract for the Upgrade of Thandokuhle Reservoir, the construction of a 5 ML reservoir, 300KI Elevated Tank, Pump Station, and associated works Ward 2**

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

## The Tender Box in the foyer of the Municipal Building

166 KE Masinga Road, Durban

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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, 30 January 2026**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is **120 Days** from the closing date for submission of tenders. In terms of the SCM Policy (C1.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

**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, 6<sup>th</sup> 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.

**Preference Point System**

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

**Price Points**

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

**Preference Points**

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

The Preference Points (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: 100%

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
<b>Race:</b> Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	10	n/a
<b>Gender:</b> Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	10	n/a
<b>Maximum Goal Points:</b>		20	n/a

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

- w1 = 50%, w2=50% (where: w1 + w2 = 100%)

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

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

**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 also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email:  
[supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

### 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.

#### T1.2.3.5 Functionality Specification

Quality criteria	Sub criteria	Maximum number of points
Experience of Tenderer	Experience of the Tenderer with respect to the scope of work	25
Qualifications and Competence of Key Staff Refer to table T1.2.3.5.3 for scoring criteria (The weighted average for the team will be obtained by multiplying each team member's score by the following weightings and summing:	Qualification  Years' experience after qualification with respect to the scope of work	75
Project Manager 0,25	Professional Registration per discipline  Years of experience after registration	
Structural Design Engineer (Reinforced Concrete Design) 0,15	Involvement in projects with respect to the scope of work (over the past 10 years)	
Structural Design Engineer (Structural Steel Design) 0.15	Project value of comparable projects in the past ten years - state R'000	
Mechanical Engineer 0.15		
Electrical Engineer 0.15		
Site Engineer 0.15		
Maximum possible score for quality (M <sub>s</sub> )		100

### T1.2.3.5.1 Tenderer's Experience

Evaluation Schedule: Experience of Tenderer 2015 - Present				
	Description	Points Allocated	Tenderer's Self Score	Evaluated Score
Design and Construction Supervision Experience: Reinforced Concrete Reservoirs (10/25)	Completed five (5) or more projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	10		
	Completed four (4) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	9		
	Completed three (3) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	7		
	Completed up to two (2) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	4		
	Completed no projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	0		
Design and Construction Supervision Experience: Structural Steel Elevated Tanks (10/25)	Completed five (5) or more projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	10		
	Completed four (4) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	9		
	Completed three (3) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	7		
	Completed up to two (2) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	4		
	Completed no projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	0		
Design and Construction Supervision Experience: Water Pump Stations (Including M&E and C&I Equipment) (5/25)	Completed five (5) projects involving the mechanical and electrical (including control and instrumentation) design and construction monitoring of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	5		
	Completed four (4) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	4.5		
	Completed three (3) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	3.5		
	Completed up to two (2) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	2		
	Completed no projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station.	0		

### T1.2.3.5.2 Qualifications and Competence of Key Staff

Resource	Comparable Experience
Project Manager	Project Management, Programme Management, SCM Processes.
Structural Design Engineer (Reinforce Concrete Design)	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, and Compile Specifications.
Structural Design Engineer (Structural Steel Design)	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, and Compile Specifications.
Site Engineer	Contract administration, supervision of the construction works, quality control on site, liaison with the Client, Engineer and Contractors, Preparation of Construction Payment Certificates, Manage Contractor Claims, Conduct Site Meetings & minutes.
Mechanical Engineer	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.
Electrical Engineer	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.

Please Note that:

- 1.) For the Project Manager, only experience gained in implementing projects involving the construction of reinforced concrete structures with a minimum project value of 15 million rands will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 2.) For the Structural Design Engineer (Reinforced Concrete Design), only experience gained in implementing projects involving the construction of reinforced concrete water retaining structures with a storage capacity >3 MI will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 3.) For the Structural Design Engineer (Structural Steel Design), only experience gained in implementing projects involving the construction of structural steel water retaining structures with a minimum height of 10m and minimum storage capacity of 100kl will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 4.) For the Site Engineer, only experience gained in implementing projects involving the construction of reinforced concrete and structural steel water retaining structures will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects. The Site Engineer must have monitored the construction of at least one (1) reinforced concrete water retaining structure and one (1) structural steel water retaining structure.
- 5.) For the Mechanical Engineer, only experience gained in implementing projects involving the construction of mechanical plant/equipment for a water pump station will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 6.) For the Electrical Engineer, only experience gained in implementing projects involving the construction of electrical (including C&I) plant/systems/equipment for a water pump station will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 7.) The evaluation for the value of comparable projects will be based on the present day value of the professional fees for the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the professional fees for the project.



**T1.2.3.5.3 Scoring criteria**

Resource in Project		Project Manager		Structural Design Engineer (Reinforced Concrete Design)		Structural Design Engineer (Structural Steel Design)		Site Engineer		Mechanical Engineer		Electrical Engineer	
Name Of Resource													
Weighting		0.25		0.15		0.15		0.15		0.15		0.15	
			POINTS		POINTS		POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	Deg	5	Deg-Civil	5	Deg-Civil	5	Deg-Civil	5	Deg-Eng	5	Deg-Eng	5
	Min.	Deg	5	Btech -Civil	4	Btech -Civil	4	Btech -Civil	4	Btech -Eng	4	Btech -Eng	4
	Offer												
Years experience after qualification	Preferred	15	20	15	30	15	30	15	25	10	25	10	25
	Min.	10	10	10	12	10	12	10	12	5	12	5	12
	Offer												
Professional registration	Preferred	Y	15	Y	5	Y	5	Y	15	Y	15	Y	15
	Offer												
Years experience after registration	Preferred	7	10	6	10	6	10	N/A		6	10	6	10
	Min.	5	4	4	4	4	4	N/A		4	4	4	4
	Offer												
Involvement in comparable projects - state number	Preferred	5	20	7	20	7	20	7	25	7	15	7	15
	Min.	3	8	4	8	4	8	4	10	4	6	4	6
	Offer												
Project value of comparable projects - state R'000	Preferred	R30,000,000	5	R30,000,000	5	R30,000,000	5	R15,000,000	5	R5,000,000	5	R5,000,000	5
	Min.	R10,000,00	2	R10,000,000	2	R10,000,000	2	R5,000,000	2	R 500,000	2	R500,000	2
	Offer												
Total - Tenderer's Self Score													
Grand Total (Weighting x Total) - Tenderer's Self Score		A		B		C		D		E		F	

No less than three evaluators shall score quality in accordance with the following schedules:

- Evaluation Schedule: Experience of the Tenderer over the last 10 years
- Evaluation Schedule: Qualifications and Competencies of Key Staff

Each evaluation criterion will be assessed using the supporting documentation attached by the Tenderers. Where no supporting documentation has been provided to substantiate points claimed in the schedule, the evaluators will allocate zero points.

**General**

- a) Only the Tenderer's experience gained over the last fifteen years (January 2007 to present) will be considered in the evaluation.
- b) Experience claimed from the Joint Venture will be included in the evaluation only if the tenderer executed the work claimed.
- c) Ambiguous, vague or unclear statements made in the tenderer's returnables will be excluded from the evaluation.

Tender offers that fail to achieve ALL the minimum quality criteria above will be rejected.

## **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**

T2.2.1	Compulsory Enterprise Questionnaire .....	19
T2.2.2	Certificate of Attendance at Clarification Meeting .....	21
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate .....	22
T2.2.4	MBD 4: Declaration of Interest .....	23
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million .....	25
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations .....	26
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices .....	26
T2.2.8	MBD 9: Certificate of Independent Bid Determination .....	31
T2.2.9	Joint Venture Agreements (if applicable) .....	34
T2.2.10	Record of Addenda to Tender Documents (if applicable) .....	35
T2.2.11	Declaration of Municipal Fees .....	36
T2.2.12	CSD Registration Report .....	37

##### **Technical or Functionality Evaluation**

T2.2.13	Evaluation Schedule – Experience of Tenderer .....	38
T2.2.14	Tenderers' Experience: Proforma Employer Reference Of Comparable Projects .....	38
T2.2.15	Proposed Organization and Staffing .....	40
T2.2.16	Evaluation Schedule – Qualifications and Competence of Key Staff .....	42
T2.2.17	Returnable Schedule: Contract Participation Goals – Professional Service Provider .....	45
T2.2.18	Declaration Regarding Contract Participation Goals .....	47

## **T2.2     RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [19](#) to [35](#).

### **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	<b>MAAA</b>
1.6	eThekwini Supplier Database: Reference number (PR), if any:	<b>PR</b>
1.7	VAT registration number, if any:	
2.0	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>	
	<b>Full Name</b>	<b>Identity No.</b>
2.1		
2.2		
2.3		
2.4		
3.0	<b>Particulars of companies and close corporations</b>	
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**<sup>1</sup>.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars: .....

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

If yes, furnish particulars: .....

Complete T2.1.2.1 Item 1.1
Complete T2.1.2.1 Item 1.2
Complete T2.1.2.1 Item 1.3
Complete T2.1.2.1 Item 1.4
Complete T2.1.2.1 Item 3.1 or 3.2
Complete T2.1.2.1 Item 3.3
Complete T2.1.2.1 Item 1.7

Circle Applicable

YES

NO

YES

NO

<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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 ?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	<b>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.</b>		
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 or 90 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:

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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)
<b>Ownership Goal: Race (black)</b>	10	n/a		n/a
<b>Ownership Goal: Gender (female)</b>	10	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

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

I acknowledge that:

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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**<sup>1</sup> 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**).<sup>2</sup> 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 consortium<sup>3</sup> 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.

	CENTRAL SUPPLIER <b>DATABASE</b> FOR GOVERNMENT		Report Date:	
			Report Ran By:	
<b>CSD REGISTRATION REPORT</b>				
<b>SUPPLIER IDENTIFICATION</b>				
Supplier number		Have Bank Account		
Is supplier active?		Total annual turnover		
Supplier type		Financial year start date		
Supplier sub-type		Registration date		
Legal name		Created by		
Trading name		Created date		
Identification type		Edit by		
Government breakdown		Edit date		
Business status		Restricted Supplier		
Country of origin		Restriction Last Verification Date		
South African company/CC registration number				

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

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

NAME (Block Capitals):

Date

SIGNATURE:

## T2.2.13 EVALUATION SCHEDULE - EXPERIENCE OF TENDERER

The experience of the tenderer will be evaluated in this section. The following shall be noted:

- Only experience gained in the last 10 years (2015 to present) on completed projects relating to the design and construction monitoring of reinforced concrete reservoirs, structural steel elevated tanks, and electro/mechanical water pump station plant will be used in the evaluation.

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

YEAR COMPLETED OR EXPECTED COMPLETION	PROJECT TITLE	DESCRIPTION OF WORK	EMPLOYER: NAME AND CONTACT DETAILS
---------------------------------------	---------------	---------------------	------------------------------------

The scoring of the Tenderer's Experience will be as follows (total points contributing towards quality evaluation = 25/100). The Schedule below is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

Evaluation Schedule: Experience of Tenderer 2015 - Present				
	Description	Points Allocated	Tenderer's Self Score	Evaluated Score
Design and Construction Supervision Experience: Reinforced Concrete Reservoirs (10/25)	Completed five (5) or more projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	10		
	Completed four (4) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	9		
	Completed three (3) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	7		
	Completed up to two (2) projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	4		
	Completed no projects involving both the design and construction monitoring of a reinforced concrete reservoir with a minimum storage capacity of 3 mega liters.	0		
Design and Construction Supervision Experience: Structural Steel Elevated Tanks (10/25)	Completed five (5) or more projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	10		
	Completed four (4) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	9		
	Completed three (3) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	7		
	Completed up to two (2) projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	4		
	Completed no projects involving both the design and construction monitoring of a structural steel elevated tank with a minimum storage capacity and height of 100 kilo liters and 10 meters, respectively.	0		
Design and Construction Supervision Experience: Water Pump Stations (Including M&E and C&I Equipment) (5/25)	Completed five (5) projects involving the mechanical and electrical (including control and instrumentation) design and construction monitoring of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	5		
	Completed four (4) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	4.5		
	Completed three (3) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	3.5		
	Completed up to two (2) projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station. The present day value of the work undertaken per project must be greater than or equal to R 500 000. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the work undertaken.	2		
	Completed no projects involving the mechanical and electrical (including control and instrumentation) design and construction supervision of equipment/plant for a water pump station.	0		

*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 TENDERER'S EXPERIENCE: PROFORMA EMPLOYER REFERENCE OF COMPARABLE PROJECTS



The Tenderer shall provide details on each of the previous projects involving the following scope of work :

- “Design and Construction Monitoring of Reinforced Concrete Reservoirs”
- “Design and Construction Monitoring of Structural Steel Elevated Tanks”
- “Mechanical and Electrical (including control and Instrumentation) Design and Construction Monitoring of equipment/plant for a Water Pump Station”.

The Employer Reference Proforma must be completed by each of the previous Employers for their respective projects (as claimed in the Tenderers Experience Schedule).

**PROFORMA REPORT ON THE TENDERER’S COMPETENCE AND PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES**

The following is to be completed by the previous Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

**Project Details:**

Description of work: .....

Employer: .....

Value of work: .....

Contract Duration: .....

Type of Project	Details (Reservoir Size/Elevated Tank Size and Height/ Type of work done at pump station)	Value of Work (Design and Construction Monitoring Fees)
Design and Construction Monitoring of Reinforced Concrete Reservoirs (Storage >= 3MI)		
Design and Construction Monitoring of Structural Steel Elevated Tanks (Storage >= 100 kl; Height >= 10m)		
Mechanical and Electrical (including Control and Instrumentation) Design and Construction Monitoring of equipment/plant for water pump stations (Value of Work >= R 500 000)		

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....  
 .....

Employer’s contact person: .....

Telephone: .....

Employer’s Signature: ..... Date: .....



## T2.2.15 PROPOSED ORGANISATION AND STAFFING

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

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

Note: Those personnel who have been nominated and have their CVs submitted for the following key positions as per the quality schedule, must complete and sign a declaration to confirm involvement in the execution of the proposed work called for under the scope of work within the tender. The respective personnel's Time sheets will be requested and verified monthly against the work.

- Project Manager
- Structural Design Engineer (Reinforced Concrete Design)
- Structural Design Engineer (Structural Steel Design)
- Mechanical Engineer
- Electrical Engineer
- Site Engineer

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

*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 EVALUATION SCHEDULE – QUALIFICATIONS AND COMPETENCE OF KEY STAFF

The experience of each key staff member in relation to the scope of work will be evaluated from six different points of view with the total quality points being 75/100:

1. Qualification
2. Years of experience after qualification
3. Professional registration (not applicable to all key staff)
4. Years of experience after professional registration (not applicable to all key staff)
5. Involvement in comparable projects in the past ten years
6. Project value of comparable projects in past ten years that key staffs have worked on.

Each point above has the Employers minimum and preferred experience. The Tenderer is to complete this table based on the proposed resource and allocated point for staff meeting the minimum or preferred experience. The tenderer is to pro-rata points for staff that have experience below the preferred and above the minimum. Zero points will be allocated to staff with experience below the minimum.

The Tenderer is complete the Tables below for each of the Key Staff which are as follows:

- Project Manager;
- Structural Design Engineer (Reinforced Concrete Design);
- Structural Design Engineer (Structural Steel Design)
- Mechanical Engineer;
- Electrical Engineer;
- Site Engineer.

The experience of the assigned staff member **in relation to the scope of work will be evaluated**. Only experience related to the water sector should be included. The CVs of each personnel per post should be attached to this schedule which will assist the evaluators in allocating points for each member of staff. Please note that each CV must be no more than three pages

Each CV should be structured according to the following template. This is to be populated under the required heading and submitted.

<b>Name</b>			
<b>Tendered Post</b>			
<b>Qualification</b>		<b>Professional Registration</b>	
<b>Date Received</b>		<b>Date Received</b>	
<b>Post Qualification Experience (Years)</b>		<b>Post Registration Experience</b>	
<b>Employer</b>			
<b>Location</b>			
<b>Comparable Experience in the Water Sector Only (i.e. Reservoir Design; Elevated Tank Design; Pump Station Equipment/plant Design)</b>			
<b>Skills (Software Packages)</b>			
<b>Declaration Of involvement in the project</b>	<p>I , _____, ID Number _____ , confirm that I would be involved in the execution of the work as per the nominated position and carry out the duties throughout the project. If circumstances change the company would notify the Employer and a suitable Employer approved replacement will be made available.</p> <p>The undersigned, which warrants that he / she confirms that the contents of information within the CV are both true and correct.</p> <p>Sign _____ Date _____</p>		

Only resources that meet the minimum criteria will be accepted. Proposed team members that do not meet with these requirements or do not submit their CVs will be scored a zero in the evaluation process. The Schedule below is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

The evaluation schedule makes mention of the terms comparable experience, which for the purpose of the contract shall be defined in the Table below:

Resource	Comparable Experience
Project Manager	Project Management, Programme Management, SCM Processes.
Structural Design Engineer (Reinforce Concrete Design)	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.
Structural Design Engineer (Structural Steel Design)	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.
Site Engineer	Contract administration, supervision of the construction works, quality control on site, liaison with the Client, Engineer and Contractors, Preparation of Construction Payment Certificates, Manage Contractor Claims, Conduct Site Meetings & minutes.
Mechanical Engineer	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.
Electrical Engineer	Design, Tender Documentation, Reports (Design, SCM), Cost Estimation, Compile Specifications.

Please Note that:

- 1.) For the Project Manager, only experience gained in implementing projects involving the construction of reinforced concrete structures with a minimum project value of 15 million rands will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 2.) For the Structural Design Engineer (Reinforced Concrete Design), only experience gained in implementing projects involving the construction of reinforced concrete water retaining structures with a storage capacity >3 MI will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 3.) For the Structural Design Engineer (Structural Steel Design), only experience gained in implementing projects involving the construction of structural steel water retaining structures with a minimum height of 10m and minimum storage capacity of 100kl will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 4.) For the Site Engineer, only experience gained in implementing projects involving the construction of reinforced concrete and structural steel water retaining structures will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects. The Site Engineer must have monitored the construction of at least one (1) reinforced concrete water retaining structure and one (1) structural steel water retaining structure.
- 5.) For the Mechanical Engineer, only experience gained in implementing projects involving the construction of mechanical plant/equipment for a water pump station will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 6.) For the Electrical Engineer, only experience gained in implementing projects involving the construction of electrical (including C&I) plant/systems/equipment for a water pump station will be considered when evaluating comparable experience, involvement in comparable projects and value of comparable projects.
- 7.) The evaluation for the value of comparable projects will be based on the present day value of the professional fees for the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the professional fees for the project.

The Schedule below is to be filled in by the tenderer (Shaded Cells only) and will be verified and evaluated with the supporting documents received:

Resource in Project		Project Manager		Structural Design Engineer (Reinforced Concrete Design)		Structural Design Engineer (Structural Steel Design)		Site Engineer		Mechanical Engineer		Electrical Engineer	
Name Of Resource													
Weighting		0.25		0.15		0.15		0.15		0.15		0.15	
			POINTS		POINTS		POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	Deg	5	Deg-Civil	5	Deg-Civil	5	Deg-Civil	5	Deg-Eng	5	Deg-Eng	5
	Min.	Deg	5	Btech -Civil	4	Btech -Civil	4	Btech -Civil	4	Btech -Eng	4	Btech -Eng	4
	Offer												
	Employer												
Years experience after qualification	Preferred	15	20	15	30	15	30	15	25	10	25	10	25
	Min.	10	10	10	12	10	12	10	12	5	12	5	12
	Offer												
	Employer												
Professional registration	Preferred	Y	15	Y	5	Y	5	Y	15	Y	15	Y	15
	Offer			Mandatory		Mandatory							
	Employer												
Years experience after registration	Preferred	7	10	6	10	6	10	N/A		6	10	6	10
	Min.	5	4	4	4	4	4	N/A		4	4	4	4
	Offer												
	Employer												
Involvement in comparable projects - state number	Preferred	5	20	7	20	7	20	7	25	7	15	7	15
	Min.	3	8	4	8	4	8	4	10	4	6	4	6
	Offer												
	Employer												
Project value of comparable projects - state R'000	Preferred	R 30 000 000.00	5	R 30 000 000.00	5	R 30 000 000.00	5	R 15 000 000.00	5	R 5 000 000.00	5	R 5 000 000.00	5
	Min.	R 10 000 000.00	2	R 10 000 000.00	2	R 10 000 000.00	2	R 5 000 000.00	2	R 500 000.00	2	R 500 000.00	2
	Offer												
	Employer												
Total													
Grand Total (Weighting x Total)		A		B		C		D		E		F	

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

NAME : ..... (Block Capitals)      SIGNATURE : .....      DATE: .....

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

## **T2.2.17 RETURNABLE SCHEDULE: CONTRACT PARTICIPATION GOALS – PROFESSIONAL SERVICE PROVIDER**

### **Objective**

The objective of eThekweni Water & Sanitation empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / consulting industry through the following:

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

### **Contract Participation Goals**

Contract Participation Goal (CPG) – the value of services paid to one or more targeted enterprise(s) exclusive of the following:

- All allowances, and any Value Added Tax or sales tax which the law requires the Employer to pay to the service provider.
- Time-based Activities and Provisional Sums will be omitted from the application of CPG goals.

The CPG is expressed as a percentage of the total contract amount.

**Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services, and Works paid to one or more targeted enterprises to, >51% black ownership, and comply with the eThekweni Municipality BBBEE policy initiative.**

### **Applicability**

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

- The leading Service Provider may propose a suitable targeted enterprise or CPG partner/s, provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT.

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

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

### **Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)**

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

### **Black Owned**

- Black people who hold at least 51% of the exercisable voting rights
- Black people who hold at least 51% of the economic interest

### **Penalties for not achieving the minimum CPG**

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not achieved in the Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved, the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

*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:



## **T2.2.18 DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying Tender:

\_\_\_\_\_  
(Contract Number and Description)

In response to the invitation for the Tender made by eThekiwni Water & Sanitation

I do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Tenderer)

1. I have read and I understand the contents of this Declaration and the fully completed tender document accompanying this declaration;
2. I understand and declare that the accompanying tender will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this tender is successful, I will be required to, and shall, fully implement the commitments that are submitted with this tender, in particular regarding the Tenderers contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities.
4. I am authorized by the Tenderer to sign this Declaration, and to submit the accompanying bid, on behalf of the Tenderer;

*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: **34122**

Contract Title: **Professional Service Contract for the Upgrade of Thandokuhle Reservoir, the construction of a 5 ML reservoir, 300KI Elevated Tank, Pump Station, and associated works Ward 2**

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

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

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

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

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

**For the Tenderer:**

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

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

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

**Capacity** (of Signatory) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : .....

**Name**(in capitals) : : .....

**Date** : .....

**Notes:**

**\* Indicates what information is mandatory.**

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



## **C1.1 : FORM OF OFFER AND ACCEPTANCE**

### **C1.1.2 : FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.3 : SCHEDULE OF DEVIATIONS**

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](http://www.cidb.co.za) - copied for ease of reference in C4.2).

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

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

### **C1.2.2 CONTRACT DATA**

#### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Water Engineering Infrastructure**

3.4 & The authorised and designated representative of the Employer is: **Lungelo Khomo Pr. Eng**

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

- Telephone : **031 311 8170 (t)**
- Fax : **NA**
- e-mail : **Lungelo.khomo@durban.gov.za**

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

- 1 The Project is : **34122**  
: **Professional Service Contract for the Upgrade of Thandokuhle Reservoir, the construction of a 5 ML reservoir, 300kl Elevated Tank, Pump Station, and associated works Ward 2**
- 1 Period of Performance : **36 Months**
- 1 Start Date : **14 days after award of contract**

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

3.5 The location for the performance of the Project is: **-29.688608, 30.757599**

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 Under this contract, the Professional Service Provider (PSP) must complete the project milestones within the time allocated in the table below. The PSP will be subject to a penalty should the PSP fail to complete the project milestones within the allocated time. Penalties will be applied until the milestone has been achieved and approved by the Employer.

Milestone	Time Allocated	Commencement Date for Milestone	Milestone completion	Penalty
Design	245 Calendar Days (excluding public holidays)	Commencement of the Professional Service Contract <b>34122</b>	The design milestone will be considered complete only when the Employer <b>approves the detailed design report</b> that was submitted by the PSP. The PSP is to allow for a 14-day report review period per design report submission. Please note that the report review period is included in the time allocated to complete the design milestone.	R5000 per calendar day until the milestone is approved.
Tender Documentation	45 Calendar Days (excluding public holidays)	The day after, the Employer approves the detailed design report.	The tender documentation milestone will be considered complete only when <b>the Employer approves the tender documentation</b> that was submitted by the PSP. The PSP is to allow for a 7-day tender documentation review period per tender document submission. Please note that the tender documentation review period is included in the time allocated to complete the tender documentation milestone.	R5000 per calendar day until the tender documentation milestone is approved.
Tender Evaluation	45 Calendar Days (excluding public holidays)	One day after the Professional Service Provider receives the tender documents from the Employer.	The tender evaluation milestone will be considered complete only when the PSP submits a bid evaluation report in accordance with the Employer's template bid evaluation report.	R5000 per calendar day until the report is approved.

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.

3.16 The fees shall be adjusted as per section C3.9.5.

3.16.1 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 of : **R 10,000,000.00.**
- 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 : **Failure by the Service Provider to use the skill and care normally used by professionals providing services similar to the services.**  
 Cover is : **R 2,000,000.00 in respect of each claim, without limit to the number of claims.**  
 Period of cover : **From the commencement of contract until 1 year after the contract is completed**
2. Insurance against : **Death of or bodily injury to a person (not an employee of the Service Provider) or loss of or damage to property resulting from an action or failure to take action by the Service Provider.**  
 Cover is : **R 10,000,000.00**  
 Period of cover : **Duration of 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) **Replacing resources allocated to the project.**  
 2) **Performing additional duties.**  
 3) **Utilising provisional sums.**  
 4) **Any action that has financial implications.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **the performance period expires.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month.**
- 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; however, the Service Provider must obtain the Employer's approval before subcontracting any work.
- 12.1 Interim settlement of disputes is to be by **Adjudication.**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by:  
**The association of arbitrators .**



- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10,000,000.00**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 10,000,000.00**.
- 13.6 The 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.

#### **C1.2.3.2 RETENTION**

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

#### **C1.2.3.3 CONTRACT PARTICIPATION GOALS**

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.

##### **Applicability**

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

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s, provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT.

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until acceptance of the as-built drawings.

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

##### **Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)**

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

##### **Black Owned**

- Black people who hold at least 51% of the exercisable voting rights
- Black people who hold at least 51% of the economic interest

**Penalties for not achieving the minimum CPG**

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not achieved in Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved, the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) in achieving the project milestones as part of the objectives to transfer Technical, Management, and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

**C1.2.3.4 SERVICE PROVIDER'S PERSONNEL**

The Employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm the stated qualifications, experience and knowledge claimed at the time of tendering. If, in the opinion of the Employer, any team member does not have the prerequisite qualifications and/or experience, or is under-performing in terms of the roles and responsibilities assigned to the resource in accordance with the requirements of the Scope of Work, then the Employer shall be entitled to instruct the removal of the relevant team member. Should this be the case, the Service Provider must replace the relevant team member with an alternative resource (to the approval of the Employer), which replacement must have equivalent or better qualifications and/or experience.

**C1.2.3.5 ADDITIONAL PENALTIES**

As per eThekweni Municipality's SCM Policy, contract authority is defined as the total contract award value as approved, or supported, by the Bid Adjudication Committee.

Under this Contract, the PSP shall provide financial administration services, including the calculation of quantities, cost estimates, cost control, and the procurement process. As part of the financial administration services, the PSP shall prepare monthly project completion cost estimates for the construction contract. This would allow the PSP to inform the Employer in a timely manner if additional budget and/or contract authority will be required to complete the construction contract within the regulatory framework (MFMA, Section 116(3) and/or National Treasury Circular 62). Should the PSP fail to notify the Employer within the stipulated time frames that additional budget and/or contract authority is required for the construction contract, then the PSP will be subjected to a penalty amount equal to 1 percent of the tendered value of the Professional Service Contract (PSC 2023/003).

The stipulated time frames for the PSP to inform the Employer that additional budget and/or contract authority is required are as follows:

- If the value of the additional budget required (excluding VAT) is greater than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least nine months before the additional budget and/or contract authority is required;
- If the value of the additional budget required (excluding VAT) is less than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least four months before the additional budget and/or contract authority is required.

**C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER**

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

**PART C2 : PRICING DATA**  
**C2.1 : PRICING INSTRUCTIONS**

**C 2.1.1      GENERAL**

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 sub consultants.

**C 2.1.2      QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in Section C2.2 are estimates only, and subject to remeasurement during the execution of the work. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

**C 2.1.3      VALUE ADDED TAX**

The rates derived from the Pricing Schedule exclude Value Added Tax (VAT).

**C 2.1.4      ENGINEERING CONSULTING FEES**

The engineering consulting services' basic fee for the engineering consulting services to be provided and defined in the Contract Data shall be a fixed tendered sum subject to escalation.

**C 2.1.5      PROVISIONAL SUMS**

Provisional sums are provided for a few items in the Bill of Quantities. Work done under these items will be at the written direction of the Employer. The PSP is to submit a percentage mark for each provisional sum, this mark-up should cover all cost that are incurred by the PSP whilst undertaking the work.

**C 2.1.6      ADDITIONAL DUTIES**

The tenderer is to tender hourly rates for the nominated persons in Items 3.1 to 3.6 in this Part and extend these through to the Amounts column. The tendered rate is to cover all expenses, overhead and mark-ups applicable for the personal specified.

**C 2.1.7      CONSTRUCTION MONITORING**

For the Construction Monitoring, the Service Provider will only be allowed to claim actual days worked on the project and must therefore make provision in the tendered rate in this regard. A normal full work day is considered to be 8 hours. No overtime will be paid under this Contract.

The staff rates for Construction Monitoring are the price charged for staff and shall include for all the costs to the Service Provider, including basic salary, any additional payments or benefits and social costs, annual/special leave, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only. The staff rates shall also include the provision of all computer hardware and software necessary for each resource which shall extend, but not be limited to, desktop PC/laptop, printers,

fax machines and all required processing (MS Office or similar). The staff rates shall also include all communication charges – fixed line telephones, mobile phones, faxes and emails.

#### **C 2.1.8 CORRECTIONS OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C 2.1.9 TRAVELING AND OTHER EXPENSES**

Allowances have been made in the Pricing Schedule for travelling costs for all staff involved in the project (for travelling within the eThekweni Municipal area of supply). Travelling costs (which includes rates for fuel, maintenance, capital, insurance and depreciation) will be paid at the rate published by the National Department of Public Work's document entitled "Rates for Reimbursable Expenses" as published on their website for a vehicle 1550cc or less (regardless of vehicle used) and acceptable proof of work related distance travelled must be submitted to substantiate all claims. As of Sept 1, 2025, the travel rate was R4.08/km for petrol vehicles and R3.92/km for diesel vehicles. All travel kilometres will be measured from the eThekweni area premises of the tenderer. In the case of the tenderer not having an office in the eThekweni area, the travel kilometres will be measured from the nearest Water & Sanitation Office to the project area.

The Service Provider shall be entitled to recover the following expenses incurred in rendering the services:

- a) duplicating, printing and binding expenses relating to documents and drawings which are issued to any external, related Contractor for procurement, stage reports or contract administration purposes; and
- b) maps, models, presentation materials and photography requested by the Employer.

The Service Provider shall not be entitled to recover any internal administrative, clerical or secretarial staff costs, nor any typing costs.

Expenses shall be paid on the basis of:

- a) invoiced amounts from service providers or suppliers, provided that such amounts are at open market rates; or
- b) at the applicable rate stated in the National Department of Public Works document entitled "Rates for Reimbursable Expenses" as published on their website, whichever is the lesser.

Accommodation, subsistence expenses and site allowances shall not be applicable to this contract and will not be paid by EWS.

#### **C 2.1.10 MONTHLY PAYMENTS**

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement. The Employer will withhold 10% retention of the Service Provider's Fee until the acceptance of the as-built drawings.

## **C2.2 : PRICING SCHEDULE**

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>PART 1: ENGINEERING CONSULTING FEES</b>						
1.1	C3.3	Professional engineering consulting fees covering all civil and structural design, documentation, and supervision services associated with the 5 ML reinforced concrete reservoir (Phase 1 of the ultimate 10 ML facility), including the relocation of the sports field affected by the works.				
1.1.1	C3.7.1.1	Stage 1	SUM	1		
1.1.2	C3.7.1.2	Stage 2	SUM	1		
1.1.3	C3.7.1.3	Stage 3	SUM	1		
1.1.4	C3.7.1.4	Stage 4	SUM	1		
1.1.5	C3.7.1.5	Stage 5	SUM	1		
1.1.6	C3.7.1.6	Stage 6	SUM	1		
1.2		Engineering consulting fee for all structural and civil work relating to the 300 kl elevated tank				
1.2.1	C3.7.1.1	Stage 1	SUM	1		
1.2.2	C3.7.1.2	Stage 2	SUM	1		
1.2.3	C3.7.1.3	Stage 3	SUM	1		
1.2.4	C3.7.1.4	Stage 4	SUM	1		
1.2.5	C3.7.1.5	Stage 5	SUM	1		
1.2.6	C3.7.1.6	Stage 6	SUM	1		
1.3		Engineering consulting fee for all mechanical, electrical, control and instrumentation work				
1.3.1	C3.7.1.1	Stage 1	SUM	1		
1.3.2	C3.7.1.2	Stage 2	SUM	1		
1.3.3	C3.7.1.3	Stage 3	SUM	1		
1.3.4	C3.7.1.4	Stage 4	SUM	1		
1.3.5	C3.7.1.5	Stage 5	SUM	1		
1.3.6	C3.7.1.6	Stage 6	SUM	1		
1.4.1	C3.7.2	Design of a new generator and changeover panel for the Thandokuhle Reservoir/	SUM	1		
1.6	C3.7.3	Modelling of the Botha's Hill-Thandokuhle system.	SUM	1		
1.7.1	C3.7.4.1	Assessment of telemetry	SUM	1		
1.7.2	C3.7.4.2	Extra-over on 1.7.1 for the Assessment of telemetry	SUM	1		
1.8	C3.11	Provision of operation and maintenance manuals	SUM	1		
Part 1: Engineering consulting fee subtotal to be carried forward to the summary						

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>PART 2: DISBURSEMENTS</b>						
2.1	C3.12	Skills transfer, training and mentorship of EWS staff	PROV SUM	R1,500,000.00		
2.2	C3.10	Institutional and social development consultant (ISD) Services	PROV SUM	R1,000,000.00		
2.3		Mark-up on item 2.2	%	R1000,000.00		
2.4	C3.9.1 C	OHS agent	PROV SUM	R500,000.00		
2.5		Mark-up on item 2.4	%	R500,000.00		
2.6		Cathodic protection for the elevated tank (survey and design)	PROV SUM	R500,000.00		
2.7		Mark-up on item 2.6	%	R500,000.00		
2.8		Allowance for a construction claim consultant to assist the Employer as and when required	PROV SUM	R500,000.00		
2.9		Mark up on item 2.8	%	R500,000.00		
2.10		Geotechnical Soil Improvement	PROV SUM	R250,000.00		
2.11		Mark up on item 2.10	%	R250,000.00		
Part 2: Disbursements subtotal to be carried forward to the summary						
<b>PART 3: ADDITIONAL DUTIES</b>						
3.1	C3.7.5	Project Manager	HOURS	250		
3.2	C3.7.5	Structural Design Engineer (Reinforced Concrete Design)	HOURS	100		
3.3	C3.7.5	Structural Design Engineer (Structural Steel Design)	HOURS	100		
3.4	C3.7.5	Mechanical Engineer	HOURS	200		
3.5	C3.7.5	Electrical Engineer	HOURS	200		
3.6	C3.7.5	Civil Engineering Technician	HOURS	800		
3.7	C3.7.5	Mechanical Engineering Technician	HOURS	400		
3.8	C3.7.5	Electrical Engineering Technician	HOURS	400		
3.9	C3.7.5	Other resources which the tenderer requires to be priced separately:				
		a.)	HOURS			
		b.)	HOURS			
		c.)	HOURS			
Part 3: Additional duties subtotal to be carried forward to summary						
<b>PART 4: CONSTRUCTION MONITORING</b>						
4.1	C3.7.6.1	Site Engineer	DAYS	480		
4.2	C3.7.6.2	Mechanical Engineer	DAYS	48		
4.3	C3.7.6.2	Electrical Engineer	DAYS	48		
Part 4: Construction monitoring subtotal to be carried forward to the summary						
<b>PART 5: TRAVELLING AND OTHER EXPENSES</b>						
5.1		Travelling and other expenses	PROV SUM	R950,000.00		
Part 5: Other subtotal to be carried forward to the summary						



## SUMMARY OF SCHEDULE OF QUANTITIES

PART 1: ENGINEERING CONSULTING FEES	R
PART 2: DISBURSEMENTS	R
PART 3: ADDITIONAL DUTIES	R
PART 4: CONSTRUCTION MONITORING	R
PART 5: TRAVELLING AND OTHER DISBURSEMENTS	R
Subtotal (excl VAT)	R
Value-added tax (VAT)	R
Total (incl VAT)	R

NAME : ..... (Block Capitals)

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

## **PART C3: SCOPE OF WORK**

### **C3.1 BACKGROUND**

Due to an increasing population and corresponding rise in water demand, the Thandokuhle Reservoir Zone, located in eThekweni Municipal Ward 2 within the Inner West Operational Area, no longer meets the required 48 hours of water storage capacity in accordance with the design guidelines of the eThekweni Municipality's Water and Sanitation Department. An earlier design for a 3 ML reinforced concrete reservoir (ultimate 6 ML, two compartments) was previously completed but not implemented due to land acquisition challenges. Consequently, the location of the proposed reservoir has since changed, and the design parameters have been revised to accommodate a 5 ML reservoir (ultimate 10 ML, to be constructed in two 5 ML phases). The proposed works include the construction of the 5 ML reinforced concrete reservoir, associated inlet and outlet pipelines, a 300 kL elevated tank for supplying high-lying areas, an on-site pump station, and all ancillary civil and mechanical works, as well as the relocation of a community sports ground, which has been agreed upon through stakeholder engagement. The project will draw from the existing bulk supply from Botha's Hill Reservoir, thereby ensuring long-term water security and improved service reliability within the Thandokuhle supply zone.

### **C3.2 EMPLOYER'S OBJECTIVES**

The Employer's objective is to improve the level of service offered to customers residing within the Thandokuhle supply zone (KwaNyuswa Area). To achieve this objective, it is essential to engage the services of an engineering consulting team to design and oversee the construction of the Thandokuhle Reservoir upgrade.

### **C3.3 DESCRIPTION OF WORK**

The scope of the civil and structural engineering work that is to be performed under this contract shall include, but not be limited to, the following:

- Review of existing Thandokuhle Reservoir 3ML Design and drawing to amend to suit the proposed 10 ML to be implemented in phases of 5ML.
- The design of a reinforced concrete reservoir with an ultimate capacity of 10 ML, to be implemented in phases, with the initial construction phase comprising 5 ML and a top water level of 667 m MSL.
- The design of a 300 kL structural steel elevated tank with a top water level of 689 m MSL;
- The design of a corrosion protection system for the structural steel elevated tank;
- The design/sizing of all inlet control valves, outlet valves, inlet/outlet flow meters, inlet/outlet/overflow pipework, pumps, pump room, motor control center (MCC) room, telemetry room and all chambers;
- The design of a stormwater management system to manage the excess stormwater runoff due to the works mentioned above;
- The decommissioning of the existing 0.5ML Thandokuhle Reservoir;
- The design of the operating philosophy for the new pumps at the Thandokuhle Reservoir;
- The preparation of the documentation for contractor procurement;
- The construction monitoring of all civil and structural works;
- Extension on the Inlet and outlet pipeline.
- The commissioning of the Thandokuhle Reservoir, pumps and elevated tank;
- Any additional civil and structural design work that is deemed to be necessary to ensure that the Thandokuhle Reservoir site is fully functional;
- Liaising with all the relevant project stakeholders.
- The Thandokuhle Reservoir is proposed to be situated on a sports field. The PSP is to design and provide construction supervision for the relocation of the sports field to possibly three areas:
  - Nhlanga Masoka (Ezihlahleni): 29°41'22.23" S 30°45'15.33" E
  - Ediphini 29°41'31.20" S 30°45'21.11" E
  - Top of the reservoir structure.

The Professional Service Provider will be required to design a complete upgrade of the mechanical and electrical (M&E) systems, as well as the control and instrumentation (C&I), for the Thandokuhle Reservoir. The design shall be undertaken by personnel who are able to demonstrate experience in the field of water or wastewater treatment and pumping plant, including control systems and telemetry. The scope of the M&E and C&I work to be performed under this contract shall include but not be limited to the following:

- The design of a new MCC for the new pumps;
- The design of all cabling, lighting, light switches, switched socket outlets, associated electrics and light fittings for the Thandokuhle Reservoir site;
- The design of all earthing and lightning protection for the Thandokuhle Reservoir site;
- The design of a security and intruder alarm for the telemetry/MCC/pump room;
- The design (including programming and integration) of a new programmable logic controller (PLC) and HMI (Human Machine Interface) (suited to the new PLC);
- Design of all instrumentation (level controllers, ultrasonic transducers, pressure sensors etc.) at the Thandokuhle Reservoir site;
- The determination of the electricity requirements for the new pumps, MCC, flow meters and telemetry. Should the Thandokuhle Reservoir site require an upgrade in supply, the Professional Service Provider (PSP) will be required to liaise with the relevant electricity authority to increase the electricity supplied to the Thandokuhle Reservoir site.
- The design of a complete telemetry system for the Thandokuhle Reservoir site. Additionally, the new telemetry system must be integrated with the existing controls at the Thandokuhle Reservoir.
- The configuration of the Supervisory Control and Data Acquisition (SCADA) and Open Platform Communications (OPC) at the Thandokuhle Reservoir site;
- The supervision of the removal and transportation of all old equipment to eThekweni Municipality's reclamation yard;
- The performance of all Factory Acceptance Testing (FAT) of the mechanical and electrical works together with the eThekweni Municipality's Design Branch and operational staff;
- The testing and commissioning of all M&E and C&I work;
- The preparation of operation and maintenance (O&M) manuals for all C&I and M&E work.
- Any additional M&E and C&I design work that shall be deemed necessary to ensure that the Thandokuhle Reservoir is fully functional;
- Liaising with all the relevant project stakeholders. The relevant project stakeholders shall include, but not be limited to, the following branches of EWS: Water Design Non-Revenue Water (WDNRW), Water Planning, M&E, C&I, and Water Networks.
- The provision of a data pack for the MCC;
- The submission of designs to the relevant branches within EWS for approval. The relevant branches of EWS shall include, but not be limited to, the WDNRW, Water Planning, M&E, C&I, and Water Networks;
- The preparation of drawings for all M&E and C&I designs;
- The submission of as-built drawings and a close-out report for all M&E and C&I work;
- The preparation of the contractor procurement documentation for all M&E and C&I work;
- The construction monitoring of all M&E and C&I work;
- Design and monitor the construction of the generator and changeover panel;
- The development of a Mechanical Specification for this project. The PSP shall develop the Mechanical Specification in conjunction with the Employer.
- Overall site layout of MCC, generator and power cable routing
- Backup power control philosophy
- Design of the motor control centre (incomer, starter panels, local distribution board, changeover panel) inclusive of drawings (design, revisions and as-built), calculations (inclusive of fault current survival and prospective earth fault current) and reports

- Determination of heat load from all electrical equipment with supporting calculations and reports
- Design of cable routes and selection with supporting calculations for derating factors, voltage drops, earth fault and short circuit current
- Design of the earthing and lightning protection systems inclusive of layout drawing, supporting calculations and reports
- Single Line Diagrams, load Schedule, electrical input-output list, cable schedule, electrical equipment data sheets and motor list in a report format
- Design of lighting and emergency lighting with layout drawing and descriptions
- Harmonic analysis on the electrical works inclusive of supporting calculations and reports
- Compilation of operation and maintenance manuals
- Sign off the detailed design by a Professional Electrical Engineer with an active registration status with the Engineering Council of South Africa (ECSA) at the time of signing off

Please note that all M&E and C&I work that is to be undertaken under this contract must be in accordance with the following specifications:

- eThekweni Municipality's PLC Specification.
- eThekweni Municipality's Electrical Specification;
- eThekweni Municipality's Telemetry and Instrument Installation Specification;
- eThekweni Municipality's Telemetry Specification;
- eThekweni Municipality's Generator Standard Specification;
- Mechanical Specification that is to be developed by the PSP in conjunction with the Employer;
- Any other specification stated by the Employer's Agent.

It is the consultant's responsibility to design and engineer the full mechanical works in accordance with the attached standard specification (Annexure B and C in Part C3.3) and sound engineering practice.

The design shall be undertaken by personnel who are able to demonstrate experience in the field of pumping systems. As a minimum the design shall include the following, but not limited to:

- Determination of the system curve for each of the pumping systems, and selection of pumps, motors, couplings and baseplate with supporting calculations and reports
- Design of pipe routes and strength and pressure calculations of all piping for each of the pumping systems
- Design of pipe supports, with supporting calculations and reports for each of the pumping systems
- Design of a ventilation system with supporting heat load calculations
- Surge analysis for each of the pumping systems with supporting calculations and reports
- Selection of all valves for each of the pumping systems with supporting calculations and reports
- Frequency and vibrational analysis of rotating equipment for each of the pumping systems after the pump sets have been installed and operational
- Design drawings of the layout of all mechanical equipment (plan, elevation drawings and isometric), inclusive of revisions and the final as-built drawings
- Load beam analysis with supporting calculations and reports
- Compilation of operation and maintenance manuals
- Sign off the detailed design by a Professional Mechanical Engineer with an active registration status with the Engineering Council of South Africa (ECSA) at the time of signing off

### **C3.4 SITE DESCRIPTION**

The site on which the proposed works will be carried out is located at KwaNyuswa Sports Ground, with geological coordinates of -29.688654, 30.757780. Currently, the site is owned by the Ingonyama Local Trust authorities, with the EWS Planning Department in the process of acquiring the land. The site is currently being utilised as a sports field for two local schools, namely, Nyuswa Primary School and Silindele Primary School. The proposed area is located in Ward 2 of the eThekweni Municipality and falls under the Inner West Zone 3 of the EWS water Operation area. The site is located 660m above MSL, with a flat terrain, as the location was used as a sports ground. The estimated area of the site is 7,500m<sup>2</sup>.

According to eThekweni Municipality's GIS, electrical services run along the perimeter and within the site. However, the exact services that will be affected by the works will need to be assessed by the PSP during the project's execution.

### **C3.5 INFORMATION TO BE PROVIDED BY EWS**

The Employer will make the following information available, if required:

- Cadastral information pertaining to the site;
- GIS data pertaining to the site;
- As-built drawings relating to the Thandokuhle Reservoir and all sites deemed necessary;
- The feasibility study that was undertaken by the EWS Planning Branch.

### **C3.6 CURRENT SUPPLY PHILOSOPHY OF THANDOKUHLE RESERVOIR SUPPLY ZONE**

Currently, the 0.5 ML Thandokuhle Reservoir is supplied by Botha's Hill Reservoir, TWL: 783m MSL, Size: 2x5ML Reservoir Tanks through a 13-year-old DN300 mPVC gravity main. The supply to Thandokuhle Reservoir supplies both rectification and another reservoir, Mnamatha Reservoir, which has a volume of 5ML and a TWL of 688m MSL.

### **C3.7 SCOPE OF SERVICES**

The PSP shall provide the professional services (Civil, Structural, M&E and C&I) as set out in this Scope of Work over a period of three years in order to meet the Employer's objective.

#### **C3.7.1 Normal Services**

The normal engineering consulting services are divided into six stages. A detailed account of the services and deliverables to be provided at each stage is defined below.

##### **C3.7.1.1 Stage 1: Inception**

During stage 1, the PSP shall:

- Set up, attend and prepare the minutes of all project meetings;
- Engage with the Employer to clarify/refine the Employer's requirements;
- Inspect the site and advise the Employer if any additional surveys, analyses, tests and site or other investigations are required;
- Review existing Thandokuhle Reservoir 3ML Design.
- Advise on criteria that could influence the project life cycle cost significantly;
- Provide necessary information within the agreed scope of the project to other members of the engineering consulting team.

Deliverables for Stage 1 shall include:

- An inception report;

- Preliminary programme for the works;
- Signed minutes of all meetings held with regard to this project;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 1 including the assessment and review of existing Thandokuhle Reservoir 3ML Design and drawings.

#### **C3.7.1.2 Stage 2: Concept and Viability (AKA Preliminary Design)**

During Stage 2, the PSP shall:

- Set up, attend and prepare the minutes of all meetings (This shall include but not be limited to design and consultants' meetings) pertaining to this project;
- Establish the concept design criteria;
- Establish regulatory authorities' requirements and incorporate them into the design;
- Prepare initial concept design and related documentation;
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents;
- Participate in coordinated design interfaces with other consultants involved or other members of the design team;
- Liaise, co-operate and provide necessary information to the Employer, relevant stakeholders and other consultants involved;
- Provide cost estimates and life cycle costs, as required;
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and Employer and suitable for costing;
- Submit designs to the employer for approval;
- Establish access, utilities, services and connections required for the design.

Deliverables for Stage 2 will include:

- Preliminary design report;
- Concept designs;
- Project cost estimates;
- Revised programme of works;
- Signed minutes of all meetings held with regard to this project;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 2, all design calculations to be included in the reports as annexures.

#### **C3.7.1.3 Stage 3: Design Development (AKA Detailed Design)**

During Stage 3, the PSP shall:

- Set up, attend and prepare the minutes of all meetings (This shall include but not be limited to design and consultants' meetings) pertaining to this project;
- Incorporate the Employer's and authorities' detailed requirements into the design;
- Prepare design development drawings, including draft technical details and specifications;
- Review and evaluate design, outline specification, and exercise cost control;
- Prepare detailed estimates of construction cost for all elements that make up the project;
- Provide financial administration services;
- Liaise, cooperate and provide necessary information to others who are involved in the project;
- Submit designs to the employer for approval;
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables for Stage 3 will include:

- Detailed design drawings;
- Detailed design report; with calculations.
- Detailed outline of Specifications;
- Detailed estimates of construction costs;
- Signed minutes of all meetings held with regard to this project;
- Revised programme of works;
- Hand calculations or spreadsheets for the detailed designs;
- The results/reports of surveys, analyses, tests and site or other investigations that were undertaken in Stage 3.

#### **C3.7.1.4 Stage 4: Documentation and Procurement**

During stage 4, the PSP shall:

- Set up, attend and prepare the minutes of all meetings pertaining to this project;
- Prepare specifications and preambles for the works;
- Accommodate services design;
- Check cost estimates and adjust designs and documents, if necessary, to remain within budget;
- Prepare documentation for contractor procurement that is in accordance with the latest version of eThekweni Municipality's Supply Chain Management (SCM) policy and processes;
- Review designs, drawings, schedules, and align with the requirements of the latest version of eThekweni Municipality's SCM policy and processes;
- Hold a compulsory clarification meeting and prepare the minutes of the meeting;
- Address all tender and technical enquiries;
- Prepare the tender bid specification report and tender document;
- Prepare the contract documentation and submit to the Employer for signatures;
- Adjudicate tenderers and recommend the most responsive tenderer;
- Prepare a bid evaluation report for submission to the Employer's bid committee;
- Assist in pricing, documentation and tender evaluation as required.

Deliverables for Stage 4 will include:

- A completed construction procurement documentation;
- A completed bid specification report;
- Signed minutes of all meetings held with regard to this project;
- A Tender evaluation report that is in accordance with eThekweni Municipality's standards.

#### **C3.7.1.5 Stage 5: Contract Administration and Inspection**

During Stage 5, the PSP shall:

- Set up, attend and prepare the minutes of the site handover meeting;
- Issue construction documentation in accordance with the documentation schedule, including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections;
- Carry out contract administration procedures in terms of the contract;
- Prepare schedules of predicted cash flow to ensure that the allocated budgets are sufficient.
- Prepare monthly project completion estimates and submit to the Employer;
- Prepare proactive estimates of proposed variations for Employer decision-making;
- Attend regular site, technical and progress meetings and prepare minutes;
- Inspect the works for conformity to contract documentation;
- Review the outputs of quality assurance procedures and advise the contractor and Employer on adequacy and need for additional controls, inspections and testing;
- Adjudicate and resolve financial claims by contractors;
- Deal with contractual claims by the contractor;
- Establish and maintain a financial control system to ensure that the project remains within the municipal financial authority;
- Clarify details and descriptions during construction as required;
- Prepare valuations for payment certificates to be issued by the principal agent;
- Witness and review of all tests and mock-ups carried out on site;
- Check and approve contractor drawings for compliance with contract documents;
- Update and issue drawings register;
- Issue contract instructions as and when required;
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties;
- Inspect the works and issue practical completion and defects lists;
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals;

Deliverables for Stage 5 will include:

- schedules of predicted cash flow;
- construction documentation;
- drawing register including signed construction drawings;
- estimates for proposed variations;
- contract instructions;



- the delivery of claim rulings;
- Monthly construction progress reports;
- financial control reports;
- valuations for payment certificates;
- progressive and draft final accounts;
- practical completion and defects list;
- all statutory certification and certificates of compliance as required by the local and other statutory authorities;
- Signed minutes of all meetings held with regard to this project

#### **C3.7.1.6 Stage 6 – Close-Out**

During Stage 6, the PSP shall:

- Inspect and verify the rectification of defects;
- Receive, comment and approve relevant payment valuations and completion certificates;
- Prepare and/or procure as-built drawings and documentation;
- Conclude the final accounts where relevant.

Deliverables for Stage 6 will include:

- Valuations for payment certificates;
- Works and final completion lists;
- As-built drawings and documentation;
- Final accounts;
- A project close-out report.

#### **C3.7.2 Design and implementation of the Emergency Standby Generator and Change Over Panel**

The PSP is tasked with designing a new emergency standby generator that will meet the full energy requirements of the new pumps, telemetry, and MCC, as per eThekweni Municipality's Generator Standard Specification. The PSP will also be required to design a new changeover panel to integrate seamlessly with the generator, MCC, and telemetry system. An item has been allowed in the pricing schedule for this work. The item will cover all costs relating to design, full-time construction monitoring, and preparation of O&M manuals (the O&M manuals must be in accordance with C3.11).

#### **C3.7.3 The Modelling of the Thandokuhle Reservoir System**

The PSP will be required to model the Botha's Hill-Thandokuhle system using theoretical and logging data (logging is to be carried out for a minimum of 7 days). Furthermore, the PSP is to assess and report on whether the existing infrastructure (pipelines, Control valves, meters, etc.) will be able to meet the new demands due to the upgrade of the Thandokuhle Reservoir.

Deliverables will include:

- A modelling report of the Botha's Hill-Thandokuhle system.

#### **C3.7.4 Compatibility of the Telemetry Systems at Botha's Hill, Mnatha Reservoir, and Thandokuhle Reservoir**

##### **C3.7.4.1 Assessment of Compatibility of the Telemetry Botha's Hill, Mnatha Reservoir, and Thandokuhle Reservoir**

The PSP is to assess and report if the telemetry system at all reservoirs is functional and in a capitable state, with the requirements as per the EWS C&I Department. An item has been allowed in the pricing schedule for this work.



#### **C3.7.4.2 Design of New Telemetry Systems at Botha's Hill, Mnatha Reservoir, and Thandokuhle Reservoir**

Should the assessment in C3.7.4.1 show that the new telemetry system at the Thandokuhle Reservoir is not compatible with the existing telemetry systems at Botha's Hill, nor with the C&I specifications, then the PSP will be required to design the telemetry upgrades for the Thandokuhle Reservoir. The telemetry upgrades must be in accordance with eThekweni Municipality's latest specifications (eThekweni Municipality's PLC Specification; eThekweni Municipality's Electrical Specification; eThekweni Municipality's Telemetry and Instrument Installation Specification; eThekweni Municipality's Telemetry Specification; eThekweni Municipality's Generator Standard Specification; eThekweni Municipality's Specification for the Installation of Lighting. The PSP will be required to liaise and submit the telemetry designs to the EWS C&I and WDNRW branches for approval. Once all upgrades are completed, the Botha's Hill-Thandokuhle system must be fully functional. An item has been allowed in the pricing schedule for this work. The item will cover all costs relating to design, full-time construction monitoring and preparation of O&M manuals (the O&M manuals must be in accordance with C3.11).

The design shall be undertaken by personnel who are able to demonstrate experience in the field of water or wastewater treatment and pumping plant including control and instrumentations systems and telemetry. As a minimum the design shall include the following, but not limited to:

- Final control philosophy description
- Instrumentation data sheets and Instrumentation index
- Network equipment and operation philosophy description
- Instrumentation junction box positioning
- Junction box and PLC cabinet layout
- Hookup drawings
- Instrumentation and cable routing drawings and labelling
- PLC hardware wiring and software layout configuration
- Compilation of operation and maintenance manuals
- Sign off the detailed design by a Professional Electronic Engineer with an active registration status with the Engineering Council of South Africa (ECSA) at the time of signing off

#### **C3.7.5 Additional Duties**

Additional duties required at any Stage above shall be remunerated on a time-based fee. The time-based fee for each staff member must be entered in Part C2 of this document. The rates submitted shall be utilized for the duration, which will include any extension of the period of performance by the bid committee. If the PSP submits a non-numerical rate or the PSP fails to submit a rate, then that additional duty shall be taken to be done at a zero rate.

### **C3.7.6 Construction Monitoring**

#### **C3.7.6.1 Construction Monitoring for all Civil and Structural works**

This contract requires construction monitoring by a competent and experienced Site Engineer with at least 10 years of experience in construction monitoring, specifically relating to reinforced concrete and structural steel water-retaining structures. Please note that the Site Engineer must have completed the construction monitoring of at least one reinforced concrete reservoir with a storage capacity of more than 3 million litres and at least one structural steel elevated tank with a minimum height of 10 meters and a minimum storage capacity of 100,000 litres.

Full-time Construction Monitoring (with a resident staff member on site for the duration of the works) will be required under this contract.

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

#### **C3.7.6.2 Construction Monitoring for All Mechanical, Electrical, Control and Instrumentation Works**

The Construction Monitoring for the mechanical works will be undertaken by the Mechanical Engineer who undertook the design. The Construction Monitoring for the electrical (including control and instrumentation) works will be undertaken by the Electrical Engineer who undertook the design.

Full-time Construction Monitoring (with a resident staff member on site for the duration of the mechanical, electrical, control, and instrumentation works) will be required under this contract.

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

### **C3.7.7 Construction Quality Management System**

A construction quality management system is to be established as agreed upon with the professional team. This will ensure that during construction, the Contractor meets their obligations under the construction contract and mitigates the risk of these standards not being achieved.

### **C3.7.8 Omission and Errors**

Please note that the PSP will not be reimbursed for rectifying errors or omissions identified by the Employer during the performance of the services listed in C3.7.

## **C.3.8 CO-OPERATION WITH OTHERS WHO ARE DIRECTLY/INDIRECTLY INVOLVED**

The *PSP* should be aware that there will be interactions with various branches within EWS and must take this into account when preparing his/her bid and pricing. Likewise, the *Service Provider* must be aware that although the WDNRW Branch represents the Employer, there are other Branches and Departments within the *Employer* who are indirectly involved in work taking place at reservoir sites (for example, Bulk Water Branch, Water network branch, Health and Safety Branch, M&E Branch as well as the C&I Branch).

## **C3.9 CONTRACT REQUIREMENTS**

### **C3.9.1 General**

The *PSP* shall:

- a) provide the services as described in this document in a manner that enables the *Employer* to achieve the programme objectives as set out in Section C3 of this Scope of Work;
- b) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and “best practice”, as laid down, or recommended, by an applicable professional association, if any;
- c) identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor. Upon the Employer’s instruction, the PSP shall appoint a service provider to act as the Employer’s health and safety agent for all works issued to the contractor (A provisional sum has been allowed in the pricing schedule);
- d) provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent *Service Provider* of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity
- e) manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- f) endeavour to maintain continuity of staff insofar as it may be reasonable to do so.

### **C3.9.2 Details to be provided with *Service Provider’s* Invoices**

The *Employer* shall set out the information that he will require from the *Service Provider* with each invoice to enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the *Service Provider*.

### **C3.9.3 Record Information**

All record information shall be provided in a suitable electronic format that can be opened using software that the *Employer* possesses.

### **C3.9.4 Liability**

The professional liability remains with the Service Provider for all output (designs, drawings, reports, etc.) produced for this project.

### **C3.9.5 Escalation to be applied by *Employer***

Escalation on the tendered rates for staff and tendered sum will be allowed on the following basis only:

- a) The advertisement date of this tender will be the base date.
- b) No escalation will be allowed for twelve (12) months from the base date.
- c) Each subsequent twelve (12) month period, after the period described in b) above, an increase to the tendered rates for the staff will be allowed.
- d) This increase will be no higher than the 1<sup>st</sup> July percentage increase applied to eThekweni Water & Sanitation staff during the twelve-month period in question.
- e) This percentage increase will be applied for the full twelve-month period in question.
- f) For the tendered sum items, only the outstanding amount due will be subject to escalation.

### **C3.10 INSTITUTIONAL SOCIAL DEVELOPMENT (ISD) CONSULTANT**

The PSP shall appoint an ISD consultant on either a full-time or part-time basis. The duties of the ISD consultant shall include, but not be limited to, the following:

- The formation and maintenance of good relationships with members of the public who are affected by this project;
- Setting up and attending meetings with members of the public;
- Liaising with the public on the project's progress. Please note that the ISD consultant must be able to communicate in isiZulu and English.
- Forming the project steering committee;
- Resolve conflicts/disputes between the community, contractors, consultants and the other project stakeholders;
- The formation of the labour desk;
- The facilitation of local labour recruitment and retrenchment process;
- Engaging with the relevant stakeholders over the duration of the project;
- The Coordination of other Institutional and Social Development project-related activities, as and when required.

A provisional sum has been allocated in section C2.2 for an ISD consultant.

### **C3.11 OPERATION AND MAINTENANCE MANUAL**

#### **C3.11.1 MISCELLANEOUS**

The Manual shall comply with the following:

- A Manual for the Complete Works (covered by this specification) is required.
- One draft copy of the Installation, Operation and Maintenance Manual shall be provided prior to commissioning of the Works. After review and confirmation by the Employer's Agent that the draft is acceptable, the final three copies of the manuals shall be produced. All information shall also be recorded on a compact disk, which shall be provided.
- The Manuals shall be of a standard acceptable to the Engineer. At least one set shall contain original copies, and this set shall be marked "Original". The other sets shall be marked "Copies 2 to 3".
- Binders shall have hard, plastic-protected covers utilizing four-ring, spring-clip holders. Sufficient binders shall be used to make each volume easy to use. One spare, empty binder shall be provided for every three used. A title label shall be affixed to the spine of all binders. This shall indicate contract number, title and location, Contractor's name and, where required, plant description, volume number and contents.
- Labelled separator sheets shall be provided between each section and sub-section and also wherever volume or complexity makes this advisable.
- The Manual shall be in English, shall be easy to use, practically and neatly presented, clearly sectionalized and titled, provided with a Contents List and shall be specifically applicable to the system as installed.
- Where standard equipment manuals are used in any sections, these shall be marked up to be unambiguously applicable to the equipment installed and marking up shall be done in a manner which will be transmitted to photocopies.
- All sections and sub-sections shall be numbered. Numbering of the Contents List shall be sequenced so that no two sections have the same number.
- Drawings shall be to a scale which makes all details clear. Drawings shall be held in plastic envelopes in the Manual. Drawings shall also be provided on a CD in AutoCAD format.
- Where practical, each section shall form a separate volume.

The Manual shall be divided into sections and shall include the information described below.

### **C3.11.2 SECTION 1 – GENERAL**

The following shall be provided:

- Contents List for the complete Manual. This shall consist of:
  - an overall contents list.
  - detailed contents list in front of each section and/or sub-section.
  - a comprehensive list of all drawings.
  - The Contents Lists shall be structured so as not to be affected if volumes are added or subtracted from the Manual.
- Equipment List for all individual items of mechanical, electrical, instrumentation and control equipment. The Equipment list shall include the description, make, model, serial number, batch number, size, range, performance data, motor and drive details, supplier's name, address and phone numbers, all as applicable. The design duty, the position of the unit's installation and its design purpose in the system shall be given. A schedule of corrosion protection systems used shall be provided for fabrications such as tanks, supporting structures, clarifier bridges, etc.
- Drawing a list of all contractors' and Tender drawings.
- Cable schedule for power and instrumentation cables. This shall include the cable type, start and finish points, route length, duty, load, size, voltage drop, number of cores, number of cores used and gland size. For cable voltages above 400 Volts, the schedule shall also include the purchase details, specification and date of manufacture.
- Drawings:
  - Cable routes

### **C3.11.3 SECTION 2 – PROCESS, OPERATION AND CONTROL**

The following shall be provided:

- Description of plant and process design, including all design parameters.
- A description of each system supported by drawings, process flow or circuit diagrams and explanatory sketches to assist operating staff.
- Description of control system, including control panels, as applicable and including controls, instruments, settings, indications, alarms, trips, etc. Functional Specification. List of protections, including description, sensor, operating limits, settings, etc.
- Straightforward, step-by-step, initial start-up instructions for commissioning. These shall include operating steps, precautions, settings, adjustments, observations, and other relevant details.
- Normal start-up, adjustment, operating and shut-down procedures for the system as installed, including settings, adjustments, observations, etc. The procedures shall highlight any safety precautions to be observed.
- An Instrument List giving a description of the duty as well as the serial number, normal operating reading, maximum or minimum permissible readings, set-points (activation, warning and trip), etc.
- Troubleshooting guide, including symptoms, causes and solutions.
- Drawings:
  - as-built system, layout and GA drawings.
  - plant circuit or flow diagrams and P&IDs.
  - control panel layouts.
  - system control diagram and logic sequence chart, as applicable.

### **C3.11.4 SECTION 3 - MAINTENANCE SCHEDULES**

The following shall be provided for all mechanical, electrical, instrumentation and control equipment:

- A comprehensive lubrication schedule of recommended and initial lubricants, capacity, lubrication periods, etc., for all items.
- A comprehensive maintenance schedule of routine maintenance by time period for the new installation, including information for individual items.

These schedules may cross-reference to the supplier's standard Manual.

### **C3.11.5 SECTION 4 - MECHANICAL EQUIPMENT**

The following shall be provided for each item of mechanical equipment:

- A copy of the information applicable to the item and appearing in the Equipment List.
- A separate table containing the unit's nameplate information, or a photograph of the nameplate.
- Technical and descriptive literature, including the principle of operation and construction.
- Installation instructions.
- Detailed operating instructions.
- Control and electrical details, including logic sequence, circuit diagrams and software, as applicable.
- Full technical and maintenance information, including instructions for assembly, disassembly, lubrication, adjustment, calibration, reconditioning, repair, etc.
- A spares list giving the item number, part number, description, quantity and materials. A list of recommended spares.
- Factory and Site test results.
- Corrosion protection systems used, coating supplier's data sheets and coating repair procedures.

Drawings:

- performance curves.
- layout drawings.
- large-scale, dimensioned, cross-sectional and arrangement drawings of the item for assembly and spares recognition purposes, cross-referenced to the spares list.
- dimensioned drawings of fabricated equipment.
- circuit layout of any auxiliary systems.

### **C3.11.6 SECTION 5 - ELECTRICAL EQUIPMENT**

The following shall be provided for each item of electrical equipment:

- A copy of the information applicable to the item and appearing in the Equipment List.
- A separate table containing the unit's nameplate information, or a photograph of the nameplate.
- Technical and descriptive literature, including the principle of operation and construction.
- Control and electrical details, including logic sequence, circuit diagrams and software, as applicable.
- Installation instructions.
- Detailed operating instructions.
- Full technical and maintenance information, including instructions for assembly, disassembly, lubrication, adjustment, calibration, reconditioning, repair, etc.
- A spares list giving the item number, part number, description, quantity and materials. A list of recommended spares.
- Factory and Site test results
- Certificate of Compliance (original in one file)
- Drawings:

- equipment overall dimensions.
- circuit diagrams.
- switchboard layout drawings and SLDs.
- electrical panel construction drawings.

### **C3.11.7 SECTION 6 - INSTRUMENTATION EQUIPMENT**

The following information shall be provided for each item of instrumentation equipment:

- A copy of the information applicable to the item and appearing in the Equipment List.
- A copy of the relevant information in the table of instrumentation in the sub-clause “Operation Section” and including all settings.
- Installation instructions.
- Descriptive and technical literature giving full details of performance, operation, calibration, setting, service, maintenance and spares including suitable assembly drawings
- Technical and descriptive literature, including principle of operation and construction.
- Control and electrical details, including logic sequence, circuit diagrams and software, as applicable.
- Factory test results.
- Full technical and maintenance information including instructions for assembly, disassembly, lubrication, adjustment, calibration, reconditioning, repair, etc.
- Drawings:
  - circuit diagrams of both instrumentation systems and individual instruments.
  - overall dimension and installation drawings.

### **C3.11.8 SECTION 7 - CONTROL EQUIPMENT, NETWORK AND SOFTWARE**

The following shall be provided:

- A copy of the information applicable to the item and appearing in the Equipment List.
- Cross-referenced listing of all I/O used.
- An annotated program listing.
- Loop drawings showing field terminal numbers, marshalling terminal numbers and PLC rack/slot/terminal numbers.

## **C3.12 SKILLS TRANSFER, TRAINING AND MENTORSHIP OF EWS STAFF**

### **C3.12.1 Scope of Training and Mentorship**

The PSP shall, as part of the professional services rendered under this contract, undertake the training and mentorship of EWS staff in the following key areas:

#### **a. Design and Technical Aspects**

- Fundamentals of hydraulic design for reservoirs, elevated tanks, and pump stations.
- Structural design principles for reinforced concrete water-retaining structures.
- Review of design drawings, design reports, and technical specifications.
- Application of relevant standards and codes.
- Integration of civil, mechanical, and electrical design components.
- Hydraulic modelling using applicable modelling softwares
- Any relevant key area deemed necessary



#### **b. Construction Management and Supervision**

- Construction sequencing and quality assurance of reinforced concrete reservoirs.
- Testing, commissioning, and operational readiness of pump stations and elevated tanks.
- Health, safety, and environmental compliance monitoring during construction.
- Interpretation of contract documentation and managing site instructions.
- Certification processes for payment claims, progress reporting, and defects management.

#### **c. Contract Administration and Project Management**

- Application of the General Conditions of Contract for Construction (GCC 2015) and Professional Services Contract (CIDB).
- Programme management, monitoring cash flow and progress.
- Risk identification, mitigation, and reporting.
- Documentation control and record keeping.

### **C3.12.2 Training Deliverables**

The PSP shall be responsible for preparing and implementing a Training and Mentorship Plan to be approved by the Employer within 30 days of contract commencement. The plan shall include:

1. Training objectives.
2. Proposed training schedule (aligned with project milestones).
3. Detailed training modules or topics (design, site supervision, QA/QC, contract admin).
4. Training delivery methods (workshops, on-site mentoring, presentations, design reviews, shadowing sessions).
5. Measurable outcomes and assessment criteria.
6. Attendance registers and mentoring records to be maintained for submission with monthly progress reports.

### **C3.12.3 Reporting and Monitoring**

- The PSP shall include a Training and Mentorship Progress Report as part of the monthly progress report submitted to the Employer's Representative.
- The report shall outline training conducted, attendance, key learning outcomes, and progress toward objectives.
- A Final Mentorship Report summarising all training activities, outcomes, and evaluation of mentee' competencies shall be submitted prior to completion of the professional services.
- The Employer reserves the right to review or audit the training records at any time.

### **C3.12.4 Staffing and Resource Commitment**

- The PSP shall designate a senior registered professional engineer (minimum 10 years' experience) as the Training and Mentorship Lead, responsible for the coordination, delivery, and quality assurance of all training activities.
- All training facilitators shall be suitably qualified professionals in their respective disciplines.
- Mentorship shall be conducted in a structured, measurable, and documented manner.
- To facilitate effective skills transfer, the Employer shall allocate EWS technical staff (mentee) to the PSP's office and project team for defined periods during the design, documentation, and construction supervision stages. These allocated staff members shall participate in day-to-day project activities,



including design coordination, technical review meetings, preparation of drawings, contract administration, and site inspections, under the direct guidance and supervision of the PSP.

- The PSP shall provide workspace, access to design software, and relevant project documentation necessary to support the training and shadowing process. The duration and rotation schedule of the EWS personnel within the PSP's office shall be outlined in the approved Training and Mentorship Plan.
- The PSP shall ensure that all interactions between PSP staff and EWS mentees are structured, supervised, and documented, with progress captured in the monthly Training and Mentorship Progress Reports.

#### **C3.12.5 Allowance and Payment**

The remuneration for training and mentorship services shall be based on the same hourly rates as those tendered for the corresponding professional resources under this contract.

Payment for training and mentorship activities shall be drawn from the Provisional Sum included in the Bill of Quantities, and shall be made against approved timesheets, training reports, and evidence of delivery in accordance with the approved Training and Mentorship Plan.

The applicable resource categories shall correspond to those tendered for design, project management, and construction supervision services.

No additional markup or adjustment shall be applied to the hourly rates for the purpose of training and mentorship activities.

A Provisional Sum shall be included in the Bill of Quantities for this purpose.

- The PSP shall prepare a Training and Mentorship Implementation Plan and Cost Breakdown for approval prior to drawing from the provisional sum.
- Payment shall be based on actual training sessions conducted, subject to approval by the Employer's Representative.
- The Employer may withhold a portion of the provisional sum if deliverables and documentation are incomplete or unsatisfactory.

#### **C3.12.6 Performance Evaluation**

The Employer shall evaluate the effectiveness of the mentorship programme as part of the PSP's overall performance assessment.

Failure to implement the approved Training and Mentorship Plan in accordance with the contract shall be deemed non-performance in terms of the performance monitoring of service provider.

### **C3.12 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. ETHEKWINI MUNICIPALITY'S PLC SPECIFICATION**
- 4. ETHEKWINI MUNICIPALITY'S ELECTRICAL SPECIFICATION**
- 5. ETHEKWINI MUNICIPALITY'S TELEMETRY AND INSTRUMENT INSTALLATION SPECIFICATION**
- 6. ETHEKWINI MUNICIPALITY'S TELEMETRY SPECIFICATION**
- 7. ETHEKWINI MUNICIPALITY'S GENERATOR STANDARD SPECIFICATION**

**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 direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

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## **STANDARD PROFESSIONAL SERVICES CONTRACT**

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

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Construction Industry Development Board  
Pretoria  
Tel: 012 343 7136 or 012 481 9030  
Fax: 012 343 7153  
E-mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za)

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Standard Professional Services Contract











