



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

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

WATER AND SANITATION UNIT

WASTEWATER DESIGN BRANCH

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: **PSC2020/009**

TITLE: PROVISION OF CONSULTING SERVICES FOR A BASIC ASSESSMENT (IN TERMS OF THE EIA REGULATIONS 2017) AND A WATER USE LICENCE APPLICATION FOR THE PROPOSED CONSTRUCTION OF A COLLECTOR SEWER AT GOQOKAZI, WARDS 56 AND 57.

Issued by: **WATER AND SANITATION UNIT**

Date of Issue: **September 2022**

Document Version : 02/03/2022

NAME OF TENDERER :

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

Tenders are hereby invited for the works to provide consulting services for a Basic Assessment (in terms of the EIA Regulation 2017) and a Water use License Application (WULA) for the proposed construction of a collector sewer at Gqokazi, Wards 56 and 57.

The Employer is the eThekweni Municipality as represented by: **Deputy Head :Water and Sanitation – Wastewater Design Branch**

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

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

(F.2.7) There will be a **compulsory clarification meeting** No. 43 108807 Street, Gqokazi Inanda, 4310
and site inspection with representative(s) of the Employer: **23 September 2022**
10:00am

(F.1.4) Queries relating to these documents, bidders are requested to submit email queries related to the bid, all email queries are to be submitted by 2022-10-07. Email questions and answers will be consolidated and posted by 2022-10-13:

Nontoko Mdlalose
031 311 8041 (t)
031 311 8602 (f)
Nontoko.Mdlalose@durban.gov.za

(F.2.13) Tender offers shall be delivered to:

Municipal Building,
166 K.E. Masinga Road (formerly Old Fort Road)
DURBAN
and placed in the tender box located in the ground floor foyer

(F.2.15) Tender offers shall be delivered: **on or before Friday, 21 October 2022**
at or before 11:00

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

PART T1 : TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1.1 The employer : The Employer for this Contract is the eThekweni Municipality as represented by: the Deputy Head : [Water and Sanitation Unit](#) - Wastewater Design Branch

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

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

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

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

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

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

Name : [Nontoko Mdlalose](#)
Tel : [031 311 8041 \(t\)](#)
Fax : [031 311 8602 \(f\)](#)
Email : Nontoko.Mdlalose@durban.gov.za

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

- (a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) The Tenderer does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (f) In the event of a compulsory clarification meeting:
 - The Tenderer fails to attend the compulsory clarification meeting;
 - The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the HEAD: **WATER AND SANITATION UNIT** , or his representative.
- (g) At the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

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

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

F.2.7 Clarification meeting: The arrangements for a compulsory clarification meeting are:

Place : **No. 43 108807 Street, Goqokazi Inanda, 4310**
Date : **23 September 2022**
Time : **10:00am**

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

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

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

- **F.2.13.3:** Tender offers shall be submitted as an original only;
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;
- **F.2.13.9 :** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

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

Closing Date : [on or before Friday,21 October 2022](#)

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

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

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

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

F.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The tender opening will be streamed live on the following platforms:

- Facebook – <https://www.facebook.com/eThekwiniM>
- Twitter- <https://twitter.com/eThekwiniM>
- LinkedIn – <https://www.linkein.com/company/ethekwinim>
- YouTube – <https://www.youtube.com/user/eThekwiniMuni>

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

- The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule;
- The procedure for the evaluation of responsive tenders is **Method 2**;
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the PPPFA.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points** will be that in Cl. F.3.11.3.5(a) and the **Preference Points** will be allocated according to the PPPFA.
- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality Criteria		Max. Functionality Points (Ms)	Weighting (W ₂)
Tenderer's Experience	Water use license applications in terms of Activity 19(i) of the National Water Act.	100	15
	Basic Assessment reports in terms of EIA Regulations (2017)	100	15
Key Personnel (Experience of Environmental Control Officer (ECO))	Water use license applications in terms of Activity 19(i) of the National Water Act.	100	15
	Basic Assessment reports in terms of EIA Regulations (2017)	100	15
Key Personnel (Experience of Environmental Assessment Practitioner (EAP))	Water use license applications in terms of Activity 19(i) of the National Water Act.	100	20
	Basic Assessment reports in terms of EIA Regulations (2017)	100	20
W₂			100

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

Criteria: Tenderer's Experience

	WATER USE LICENSE APPLICATIONS IN TERMS OF ACTIVITY 19(I) OF THE NATIONAL WATER ACT.	BASIC ASSESSMENT REPORTS IN TERMS OF EIA REGULATIONS (2017)
(score 0)	No information provided / irrelevant information provided / no experience in projects of a similar nature.	No information provided / irrelevant information provided / no experience in projects of a similar nature.
Poor (score 40)	Have successfully completed (i.e. on time and to specification) <u>one (1) project</u> (within the past 10 years) in sensitive environments which include the preparation and submission of a Water Use license application in terms of Activity 19(i) of the National Water Act.	Have successfully completed (i.e. on time and to specification) <u>one (1) project</u> (within the past 10 years) in sensitive environments which include the preparation of a Basic Assessment Report in terms of the EIA regulations (2017).
Satisfactory (score 70)	Have successfully completed (i.e. on time and to specification) <u>two (2) projects</u> (within the past 10 years) in sensitive environments which include the preparation and submission of a Water Use license application in terms of Activity 19(i) of the National Water Act.	Have successfully completed (i.e. on time and to specification) <u>two (2) projects</u> (within the past 10 years) in sensitive environments which include the preparation of a Basic Assessment Report in terms of the EIA regulations (2017).
Good (score 90)	Have successfully completed (i.e. on time and to specification) <u>three (3) projects</u> (within the past 10 years) in sensitive environments which include the preparation and submission of a Water Use license application in terms of Activity 19(i) of the National Water Act.	Have successfully completed (i.e. on time and to specification) <u>three (3) projects</u> (within the past 10 years) in sensitive environments which include the preparation of a Basic Assessment Report in terms of the EIA regulations (2017).
Very good (score 100)	Have successfully completed (i.e. on time and to specification) <u>four (4) + projects</u> (within the past 10 years) in sensitive environments which include the preparation and submission of a Water Use license application in terms of Activity 19(i) of the National Water Act.	Have successfully completed (i.e. on time and to specification) <u>four (4) + projects</u> (within the past 10 years) in sensitive environments which include the preparation of a Basic Assessment Report in terms of the EIA regulations (2017).

Criteria: Experience of Key Personnel (Environmental Control Officer (ECO))

	WATER USE LICENSE APPLICATIONS IN TERMS OF ACTIVITY 19(I) OF THE NATIONAL WATER ACT.	BASIC ASSESSMENT REPORT(S) IN TERMS OF EIA REGULATIONS (2017)
(score 0)	No information provided OR submission of no substance / irrelevant information provided / ECO not in the possession of Honours Degree in Environmental Science / ECO has no experience in monitoring of works within sensitive environments / failure to submit proof of qualification.	No information provided OR submission of no substance / irrelevant information provided / ECO not in the possession of Honours Degree in Environmental Science / ECO has no experience in monitoring of works within sensitive environments / failure to submit proof of qualification.
Poor (score 40)	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of one (1) project which include the preparation and submission of a Basic Assessment Report in terms of the EIA regulations (2017). Certificate confirming qualification must be attached.	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of one (1) project which include the preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National. Certificate confirming qualification must be attached.
Satisfactory (score 70)	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of two (2) projects which each include the preparation and submission of a Basic Assessment Report in terms of the EIA regulations (2017). Certificate confirming qualification must be attached.	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of two (2) projects which each include the preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National. Certificate confirming qualification must be attached.
Good (score 90)	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of three (3) projects which each include the preparation and submission of a Basic Assessment Report in terms of the EIA regulations (2017). Certificate confirming qualification must be attached.	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of three (3) projects which each include the preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National. Certificate confirming qualification must be attached.
Very good (score 100)	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of four + (4) projects which each include the preparation and submission of a Basic Assessment Report in terms of the EIA regulations (2017). Certificate confirming qualification must be	The appointed ECO is in the possession of an Honours Degree in Environmental Science and has experience in monitoring of works within sensitive environments of four (4) projects which each include the preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National. Certificate confirming qualification must be

	attached.	attached.
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Criteria: Experience of Key Personnel (Environmental Assessment Practitioner (EAP))

	WATER USE LICENSE APPLICATIONS IN TERMS OF ACTIVITY 19(I) OF THE NATIONAL WATER ACT.	BASIC ASSESSMENT REPORT(S) IN TERMS OF EIA REGULATIONS (2017)
(score 0)	No information provided OR submission of no substance / irrelevant information provided / EAP not in the possession of a Professional Registration-Registered with EAPASA / EAP has no experience in monitoring of works within sensitive environments / failure to submit proof of qualification.	No information provided OR submission of no substance / irrelevant information provided / EAP not in the possession of a Professional Registration- Registered with EAPASA / EAP has no experience in monitoring of works within sensitive environments / failure to submit proof of qualification.
Poor (score 40)	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed one (1) project in sensitive environments which include the preparation and submission of a Basic Assessment Report Certificate confirming qualification and registration with EAPASA must be attached.	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed one (1) project in sensitive environments which include the preparation of a Water Use License Application in terms of Activity 19(i) of the National Water Act. Certificate confirming qualification and registration with EAPASA must be attached.
Satisfactory (score 70)	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed two (2) projects in sensitive environments which each include the preparation and submission of a Basic Assessment Report Certificate confirming qualification and registration with EAPASA must be attached.	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed two (2) projects in sensitive environments which each include the preparation of a Water Use License Application in terms of Activity 19(i) of the National Water Act. Certificate confirming qualification and registration with EAPASA must be attached.
Good (score 90)	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed three (3) projects in sensitive environments which each include the preparation and submission of a Basic Assessment Report Certificate confirming qualification and registration with EAPASA must be attached.	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed three (3) projects in sensitive environments which each include the preparation of a Water Use License Application in terms of Activity 19(i) of the National Water Act. Certificate confirming qualification and registration with EAPASA must be attached.
Very good (score 100)	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed four+ (4) projects in sensitive environments which each include the preparation and submission of a Basic Assessment Report Certificate confirming qualification and registration with EAPASA must be attached.	The appointed EAP is in possession of a Pr. Registration- Registered with EAPASA and has experience in monitoring of works within sensitive environments and has completed four (4) projects in sensitive environments which each include the preparation of a Water Use License Application in terms of Activity 19(i) of the National Water Act. Certificate confirming qualification and registration with EAPASA must be attached.

- F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:
- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
 - (b) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
 - (c) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
 - (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
 - (e) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.
- F.3.18 Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is ONE. Bidders are also required to submit a SOFT COPY of their complete tender document saved onto a memory stick.

The additional conditions of tender are:

F.2.2.2 (Cost of tendering)

Replace this clause with the following:

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

F.2.6 Acknowledge addenda

Add the following paragraphs to the clause:

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

F.2.24 Appeals

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

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN

4000

F2.25 Prohibition on awards to persons in the service of the state

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

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

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

F.2.26 Code of Conduct and Local Labour

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

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

PART T2 : RETURNABLE DOCUMENTS

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

T2.1.1 General

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

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive. The same applies to the Targeted Procurement Schedules.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	14
Certificate of Authority	15
Declaration of Municipal Fees	18
Compulsory Enterprise Questionnaire	19

MBD2 : Tax Clearance Certificate Requirements	21
MBD4 : Declaration of Interest	22
MBD5: Declaration For Procurement Above R10 Million	24
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	25
MBD8: Declaration of Bidder's Past SCM Practices	26
MBD9: Certificate of Independent Bid Determination	28

Technical and Evaluation

Details of experience of Tenderer	30
Details of experience of Environmental Control Officer	31
Details of experience of Environmental Assessment Practitioner	32

Contractual

Joint Venture Agreements (if applicable)	33
Record of Addenda to Tender Documents	34
Amendments, Qualifications and Alternatives	35
Form of Offer	37
Bill of Quantities / Priced Schedule of Activities	45

T2.1.3 Preferential Procurement Schedules and Affidavits

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

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

NOTES

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

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [14](#) to [35](#)

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the [compulsory clarification meeting](#) held for all tenderers at:

(location) [No. 43 108807 Street, Goqokazi Inanda, 4310](#)

on (date) [23 September 2022](#)

starting at (time) [10:00am](#)

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

Particulars of person(s) attending the meeting:

Name :

Name :

Signature :

Signature :

Capacity :

Capacity :

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

Name :

Signature :

Capacity :

Date :

Time :

CERTIFICATE OF AUTHORITY

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

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

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

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman :

Date :

As Witnesses : 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

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

..... hereby authorise Mr/Ms,

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

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

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

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

(III) CERTIFICATE FOR PARTNERSHIP

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

..... hereby authorise Mr/Ms,

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

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

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

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms , authorized signatory of the company,

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

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

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

the business trading as

Signature of Sole owner :

Date :

As Witnesses : 1.

2.

DECLARATION OF MUNICIPAL FEES

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

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

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

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

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

Electricity

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

Water

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

Rates

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

JSB Levies

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

Other

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

Other

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

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

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

NAME :

(Block Capitals)

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

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

Full Name	Identity number*	Personal income tax number *

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

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

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

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

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

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

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

Insert separate page if necessary

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

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

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

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

Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise Name

MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

MBD 4 : DECLARATION OF INTEREST

1. No bid will be accepted from persons "in the service of the state"¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative
 - 3.2 ID Number of bidder or his or her representative
 - 3.3 Position occupied in the enterprise (dir, trustee, shareholder²)
 - 3.4 Company registration number
 - 3.5 Tax Reference number
 - 3.6 VAT registration number
 - 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
 - 3.10.1 If yes, furnish particulars

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

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract YES / NO

3.14.1 If yes, furnish particulars

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

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

Signed Date

Name Position

Enterprise Name

MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

Tenderers are to
circle applicable

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

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

NAME : (Block Capitals)

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

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

1.0 GENERAL

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Regulations (2017).

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

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

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

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

2.0 DECLARATION

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

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

2.2.1 If YES, indicate:

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

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

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

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

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : (Block Capitals)

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

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

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Tenderers are to
circle applicable

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

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

YES NO

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

If yes, furnish particulars

.....

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

YES NO

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

If yes, furnish particulars

.....

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

YES NO

If yes, furnish particulars

.....

Tenderers are to
circle applicable

- 4) Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? YES NO

If yes, furnish particulars

.....

- 5) Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? YES NO

If yes, furnish particulars

.....

I, the undersigned, certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME : (Block Capitals)

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

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the **WATER AND SANITATION UNIT**, do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- a) has been requested to submit a bid in response to this bid invitation;
- b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where product or service will be rendered (market allocation);
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a bid;
- e) the submission of a bid which does not meet the specifications and conditions of the bid;
- f) bidding with the intention not to win the bid.

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

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

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

NAME : (Block Capitals)

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

EVALUATION SCHEDULE: EXPERIENCE OF TENDERER

Refer to Clause F3.11.9 For Functionality Points evaluation prompts.

The experience of the tenderer will also be evaluated. The following shall be noted:

- Only experienced gained over the last 10 years will be used in the evaluation.
- Experience claimed from other joint venture work may be included in the evaluation only if the tenderer physically carried out the work.
- Ambiguous, vague or unclear statements made in the tenderers schedule of experience will be excluded from the evaluation.
- Evaluation of tenderer's experience will be based on the schedule included hereafter.

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

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

Client Name	Project Title and Description of Work	Sensitive Environment (Yes/No)	WULA triggered in terms of activity 19 (i) (Yes/No)	Basic Assessment Report Compiled (Yes/No)	Name and Number of Contact Person	Date Completed

Tenderers must have successfully completed a minimum of one (1) project, over the past ten (10) years, in sensitive environments which each include the preparation and submission of a Basic Assessment Report and Water Use License Application in terms of Activity 19(i) of the National Water Act. A letter granting environmental authorisation from the respective authorities must be attached as well as the letter confirming approval of the water use licence application.

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)

EVALUATION SCHEDULE: EXPERIENCE OF ENVIRONMENTAL CONTROL OFFICER (ECO)

Refer to clause F3.11.9 for Functionality evaluation prompts

The Tenderer shall list below details of the Environmental Control Officer (ECO) which he/she intends to utilize on the project.

The ECO must be in possession of an Honours Degree in Environmental Science and must have experience in monitoring of works within sensitive environments for a minimum of one (1) project which include the preparation of a Basic Assessment Report and preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National Water Act.

Certificate confirming qualification must be attached.

The ECO's CV must be attached to this schedule and must contain the necessary detail to permit this assessment to be made.

The CV should be structured under the following headings:

Qualification/s Obtained	Project Description	Sensitive Area (Yes/No)	Your Role	Client's Name	Client's Contact Details

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)

EVALUATION SCHEDULE: EXPERIENCE OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)

Refer to clause F3.11.9 for Functionality evaluation prompts

The Tenderer shall list below details of the Environmental Assessment Practitioner (EAP) which he/she intends to utilize on the project.

The EAP must be in possession of a Professional Registration - Registered with EAPASA and must have experience in monitoring of works within sensitive environments for a minimum of one (1) project which include the preparation of a Basic Assessment Report and the preparation and submission of a Water Use License Application in terms of Activity 19(i) of the National Water Act.

The EAP's CV must be attached to this schedule and must contain the necessary detail to permit this assessment to be made including certificates mentioned above.

The CV should be structured under the following headings:

Qualification/s Obtained	Project Description	Sensitive Area (Yes/No)	Your Role	Client's Name	Client's Contact Details

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

NAME : (Block Capitals)

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

JOINT VENTURES AGREEMENTS

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

NAME : (Block Capitals)

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

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

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

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

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

NAME : (Block Capitals)

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

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: PSC2020/009

Contract Title: PROVISION OF CONSULTING SERVICES FOR A BASIC ASSESSMENT (IN TERMS OF THE EIA REGULATIONS 2017) AND A WATER USE LICENCE APPLICATION FOR THE PROPOSED CONSTRUCTION OF A COLLECTOR SEWER AT GOQOKAZI, WARDS 56 AND 57.

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

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

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

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

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

For the Tenderer:

Signature (of person authorized to sign the tender) :

Name (of signatory in capitals) :

Capacity (of Signatory) :

Name of Tenderer (organisation) :

Address :

:

Witness:

Signature :

Name(in capitals) : :

Date :

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

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

Witness:

Signature : **Date** :

Name(*in capitals*) :

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : [Water and Sanitation Unit](#)

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

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

- Telephone : [031 311 8041 \(t\)](#)
- Fax : [031 311 8602 \(f\)](#)
- e-mail : Nontokozi.Mdlalose@durban.gov.za

The address for the Receipt of communications is: [Water and Sanitation Unit, 3 Prior Road, Durban 4001](#)

1 The Project is : [PSC2020/009](#)
: [PROVISION OF CONSULTING SERVICES FOR A BASIC ASSESSMENT \(IN TERMS OF THE EIA REGULATIONS 2017\) AND A WATER USE LICENCE APPLICATION FOR THE PROPOSED CONSTRUCTION OF A COLLECTOR SEWER AT GOQOKAZI, WARDS 56 AND 57.](#)

1 Period of Performance : **36 Months**

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

3.5 The location for the performance of the Project is : **Goqokazi, Ward 56 and 57 of EThekweni Municipality**

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

3.12 The penalty per Day payable is : **R 2500** subject to a maximum amount of **10% of the final account**. An additional penalty per day of **R500** (to a maximum of **5% of the final account**) will apply should the Environmental Control Officer fail to submit a monthly report to the Employer's Agent or his representative within a period of one week (7 Days) after the last business day of the month.

-
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 5.4.1 The Service Provider is required to provide Professional indemnity insurance in an amount of :
R 220 000
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
1) Appointment of specialist Service provider
- 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 **21 Days** of date that the Contract becomes effective.
- 8.4.1 The Contract may be terminated if, in the opinion of the Engineer, the Service provider;-
(i) Is not executing the contract in accordance with the true intent and meaning thereof;
(ii) Is refusing to execute the Contract, or delaying the execution of the Contract;
(iii) Is not carrying out the Contract at such rate of progress as to ensure completion within the period specified.
Or
In the event of any other failure or default by the Service provider, the Engineer may by notice in writing to the Service provider to make good the failure or default, and should the Service provider fail to comply with the said notice within the period specified therein, then and in such case the Employer shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such service that the Service provider may have neglected to do, or to take over the Contract wholly or order from or Contract with any other person. The Service provider shall be responsible for any loss the Employer may sustain by reason of such action as it may take in terms of this Clause.
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **4 weeks**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 12.1 Interim settlement of disputes is to be by **Mediation**
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by the **Association of Mediators**
- 12.3.3 The Arbitrator is the person appointed by :
Employer : Bhavna Soni
Tel: 031 311 8602
- 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 **3 months** from the date of termination or completion of the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

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 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2 GENERAL

The bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications and the Drawings.

C 2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring 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 2.1.4 PROVISIONAL SUMS

Provisional sums are provided for some items in the Bill of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C 2.1.5 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 2.1.6 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition will be corrected by the Employer at the tender evaluation stage, as set out in the Tender Data.

C 2.1.7 MONTHLY PAYMENTS

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer.

C 2.2. PRICING OF THE BILL OF QUANTITIES

C 2.2.1. Preparation and Submission of the Basic Assessment Report

The rates shall cover all associated cost for preparation and submission of the Basic Assessment report in term of the National Environmental Management Act including overhead personnel expense.

C 2.2.2. Preparation of the Environmental Management Plan

Preparation of Environmental Management Plan (EMP) according to Environmental Authority conditions.

C 2.2.3. Disbursements

Provisional sums have been allowed for disbursement items. A percentage markup is to be tendered for each disbursement item.

C 2.2.4. Specialist reports

The investigation and assessment of the potential environmental issues and impacts which may require the assistance of the specialist teams.

C2.2 : PRICING SCHEDULE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
1		PART 1 : PREPARATION AND SUBMISSION OF THE BASIC ASSESSMENT REPORT				
1.1		Initial site inspection/ survey of the affected environment and identification of I &AP's	Sum	1		
1.2		Compilation of I & AP database	Sum	1		
1.3		Preparation of Application Form and Landowners Notice Forms. Rate to include the distribution of notices	Sum	1		
1.4		Preparation of Background Information Document. Rate to include the distribution	Sum	1		
1.5		Preparation and placement of advertisements, registered letters and signs.	Sum	1		
1.6		Meetings with key stakeholders and preparation of the comments register	Sum	1		
1.7		Preparation of the Draft Basic Assessment report and circulation	Sum	1		
1.8		Finalisation and Issue of the Basic Assessment Report and publishing of the department's comments.	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						
2		PART 2 : ENVIRONMENTAL MANAGEMENT PLAN				
2.1		Prepare and finalise a site specific Environmental Management Plan based on EIA.	Sum	1		
2.2		Prepare and finalise a site specific rehabilitation plan	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						
3		PART 3: DISBURSEMENTS				
3.1		Advertisement Publication	P.Sum	1	R20 000	R20 000
3.2		Mark-up on item 3.1	%		R20 000	
3.3		Typing and Printing (for work not included on item 1.1 to 2.1)	P.Sum	1	R20 000	R20 000
3.4		Mark-up on item 3.3	%		R20 000	
3.5		Travelling by means of a private motor vehicle for the submission of all documentation related to the BAR AND EMP.	km	1000		
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						
4		PART 4: WATER USE LICENCE APPLICATION				
4.1		Preparation of Application form and land owners notice forms. Rate to include the distribution of notices	Sum	1		
4.2		Meeting with key stakeholders including the Department of Water and Sanitation.	Sum	1		
4.3		Preparation and placement of advertisements, registered letters and signs including preparation of comments register.	Sum	1		

4.4		Preparation of draft water use licence Application.	Sum	1		
4.5		Finalisation and Issue of the Water Use Licence Application and publishing of the department's comments.	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						
5		PART 5: SPECIALIST STUDIES				
5.1		Ecological Assessment	P.Sum	1	R20 000	R20 000
5.2		Mark-up on item 5.1	%		R20 000	
5.3		Wetland and Aquatic Assessment	P.Sum	1	R25 000	R25 000
5.4		Mark-up on item 5.3	%		R25 000	
5.5		Heritage Impact Assessment	P.Sum	1	R15 000	R15 000
5.6		Mark-up on item 5.5	%		R15 000	
5.7		Water Balance	P.Sum	1	R10 000	R10 000
5.8		Mark-up on item 5.7	%		R10 000	
5.9		Geohydrological Studies, including hydrocensus of a 5km radius.	P.Sum	1	R40 000	R40 000
5.10		Mark-up on item 5.9	%		R40 000	
5.11		Hydrological Studies	P.Sum	1	R25 000	R25 000
5.12		Mark-up on item 5.11	%		R25 000	
5.13		Hydropedology study	P.Sum	1	R25 000	R25 000
5.14		Mark-up on item 5.13	%		R25 000	
5.15		Stormwater Management Plan	P.Sum	1	R10 000	R10 000
5.16		Mark-up on items 5.15	%		R10 000	
5.17		Vegetation study	P.Sum	1	R10 000	R10 000
5.18		Mark-up to item 5.17	%		R10 000	
5.19		Additional specialist studies that may be deemed required for this type of project	P.Sum	1	R20 000	R20 000
5.20		Mark-up to item 5.19	%		R20 000	
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						
6		PART 6: COMPLIANCE MONITORING				
6.1		Site Inspections	No	24		
6.2		Meetings	No	24		
6.3		Monthly Audit Reports	No	12		
6.4		Travelling by means of a private motor vehicle. (Measured from within the unicity)	km	3000		
TOTAL CARRIED FORWARD TO SUMMARY OF THE SECTION						

NAME : (Block Capitals)

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

SUMMARY OF SECTIONS

PART 1: PREPARATION AND SUBMISSION OF THE BASIC ASSESSMENT REPORT

R

PART 2: ENVIRONMENTAL MANAGEMENT PLAN

R

PART 3: DISBURSEMENTS

R

PART 4: WATER USE LICENSE APPLICATION

R

PART 5: SPECIALIST STUDIES

R

PART 6: COMPLIANCE MONITORING

R

SUBTOTAL

R

VALUE ADDED TAX

R

TOTAL CARRIED FORWARD TO FORM OF OFFER

R

NAME :

(Block Capitals)

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

DATE:

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

The EThekweni Water and Sanitation unit is proposing to construct a 2.4km long HDuPVC collector sewer (ranging from 160mm to 200mm in diameter) that will tie in to the existing 300mm diameter uPVC trunk sewer main which conveys sewage to Phoenix Wastewater Treatment Works. The collector sewer will service the proposed housing development to be constructed at Goqokazi, in Ward 56. The proposed collector sewer will service approximately 860 households and its proposed route is indicated on the attached plan (Annexure C4.3 in the document).

C3.2 EMPLOYER'S OBJECTIVES

TOPIC	COMMENTARY
Client's / employer's objectives	<p>Obtain:</p> <ul style="list-style-type: none"> • Environmental Authorization from the Department of Economic Development, Tourism and Environmental Affairs (DEDTEA). • Water Use License from the Department of Water and Sanitation (DWS). <p>Compile and get approval of:</p> <ul style="list-style-type: none"> • Environmental Management Plan. • Rehabilitation Plan.
Description of the services	<ul style="list-style-type: none"> • Preparation and Submission of the Basic Assessment Report. • Preparation and Submission of a full Water Use License Application. • Preparation and Submission of an Environmental Management Plan. • Compliance Monitoring During Construction.
Extent of the services	<ul style="list-style-type: none"> • Prepare and submit application form to DEDTEA. • Prepare and submit Land Owners Notice Forms. • Prepare and submit Background Information Document. • Prepare and place advertisements, registered letters and signs. • Meet with key stakeholders and preparation of the comments register • Performing requisite specialist studies. • Prepare the Draft Basic Assessment report and circulate. • Respond to comments received from stakeholders. • Prepare and submit final Basic Assessment report to DEDTEA. • Prepare and submit a Water Use License Application form to DWS. • Prepare and finalise a site specific Environmental Management Plan. • Prepare for site inspections, meetings and monthly audit reports. This will also include travelling by means of a motor vehicle. • Any other services that would unexpectedly arise during the course of this contract, which would be deemed necessary after consultation with the Client's representatives.

TOPIC	COMMENTARY
Use of reasonable skill and care	With the issue of land being a sensitive issue in the country currently, the Service provider is recommended to exercise extreme care when dealing with land owners.
Co-operation with other services providers	As has been mentioned before, the Service provider will have to liaise with, but not limited to, the following stakeholders: <ul style="list-style-type: none"> • DEDTEA • DWS • Environmental Planning and Climate Protection Department (EPCPD) • Department of Parks and Recreation • Coastal, Stormwater and Catchment Management Department
Applicable national and international standards	The Service provider should reference the following documents amongst others: <ul style="list-style-type: none"> • The South African Constitution – Bill of Rights. • National Environmental Management Act (NEMA), Act 107, Section 24. • National Water Act 1998 – Water Use
Approvals	The Service provider is required to liaise with all affected parties or stakeholders and submit to the Employer any agreements which may be necessary for this contract. Owners of affected properties, DWS and DEDTEA. All work being undertaken shall be submitted for approval by the relevant Departments. These include, but are not limited to: <ul style="list-style-type: none"> • Disaster Management • eThekweni Transport Authority • Durban Solid Waste • Environmental Planning and Climate Protection Department • Coastal, Storm water and Catchment Management Department • Telkom/Neotel and other service providers • eThekweni Electricity Department / Eskom • Department of Parks, Leisure and Cemeteries
Access to land / buildings / sites	The main Service provider is required to liaise with all affected parties and attain all agreements required in order to deliver the services.
Planning and programming	The Service provider will be required to submit a programme 14 days after appointment, with milestones and timeframes. The progress will be monitored monthly via monthly reports which includes a Microsoft Project Charts clearly indicating the progress.
Quality management	The main Service provider shall undertake quality control in accordance with accepted best practices, and shall provide written procedures for the processes to be followed. The quality management system and quality policy statements shall be as agreed with the project team and the Client.

TOPIC	COMMENTARY
Format of communications	<p>Any documents which are to be submitted by the Service provider and retained by the Employer must be in their original form and a flash drive. Communication may be via e-mail or hardcopy. Documents requiring formal approval by the Client (including but not limited to Payment Certificates and changes to the Contract) shall be printed in hard copy for signature by relevant parties.</p> <p>The service provider shall retain copies of all correspondence throughout the period of the liability of the Service Provider and its members to the Client.</p>
Key personnel	The Quality Criteria and its Evaluation Form in the returnable provides detail with regards to the Key Personnel and what are the requirements.
Management meetings	Management meetings will be held as and when required.
Payment certificates	All items will be paid on completion of that activity or hours worked or distance covered per activity. The Service provider will be required to submit a payment certificate to the Client.
Use of documents by the employer	All the reports submitted to the Client by the Service provider will remain the Client's property and the Client may use the information for their own benefit.

PART C4: ANNEXURES

- C4.1 STANDARD CONDITIONS OF TENDER**
- C4.2 CIDB STANDARD PROFESSIONAL SERVICES CONTRACT**
- C4.3 GIS LAYOUT MAP SHOWING THE PROPOSED ROUTE AND EXTENT**
- C4.4 PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY INFORMATION**