



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 SANITATION OPERATIONS

### PROCUREMENT DOCUMENT PROFESSIONAL SERVICES

**CONTRACT No:** PSC.2022/013

**TITLE:** EXTERNAL AUDIT OF LICENCE CONDITIONS (WULs and WML) FOR WATER AND WASTEWATER TREATMENT WORKS OF ETHEKWINI WATER AND SANITATION

Issued by: WATER AND SANITATION

Date of Issue: SEPTEMBER 2022

Document Version : 02/03/2022

NAME OF TENDERER : .....

## INDEX

<u>PART</u>		<u>PAGE</u>
<b><u>TENDER</u></b>		
<b>T1</b>	<b>TENDERING PROCEDURES</b>	
T1.1	Tender Notice and Invitation to Tender (white)	<b>2</b>
T1.2	Tender Data (pink)	<b>3</b>
T1.2.1	Standard Conditions Of Tender	
T1.2.2	Tender Data ( <i>applicable to this tender</i> )	
<b>T2</b>	<b>RETURNABLE SCHEDULES, FORMS AND CERTIFICATES</b>	
T2.1	List of Returnable Documents (yellow)	<b>9</b>
T2.2	Returnable Schedules, Forms and Certificates (yellow)	<b>19</b>
<b><u>CONTRACT</u></b>		
<b>C1</b>	<b>AGREEMENTS AND CONTRACT DATA CONTENT</b>	
C1.1	Form of Offer and Acceptance (yellow)	<b>36</b>
C1.1.1	Offer	
C1.1.2	Acceptance	
C1.1.3	Schedule of Deviations	
C1.2	Contract Data (yellow)	<b>39</b>
C1.2.1	General Conditions of Contract	
C1.2.2	Contract Data ( <i>applicable to this tender</i> )	
<b>C2</b>	<b>PRICING DATA</b>	
C2.1	Pricing Instructions (yellow)	<b>42</b>
C2.2	Pricing Schedule (yellow)	<b>43</b>
<b>C3</b>	<b>SCOPE OF WORK</b>	
C3.1	Background (blue)	<b>44</b>
C3.2	Employer's Requirements (blue)	<b>44</b>
<b>ANNEXURES</b>		<b>46</b>
C4.1	Standard Conditions of Tender	
C4.2	Standard Professional Services Contract	

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

Tenders are hereby invited for the works to **conduct EXTERNAL AUDITS OF LICENCE CONDITIONS (WULs and WML) FOR WATER AND WASTEWATER TREATMENT WORKS OF ETHEKWINI WATER AND SANITATION.**

The Employer is the eThekwini Municipality as represented by: **Deputy Head : SANITATION OPERATIONS**

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

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

The physical address for collection of tenders is: **The Cashier (Basement),  
Municipal Building  
166 K.E. Masinga Road (formerly Old Fort Road)  
DURBAN N/A**

Documents may be collected, up to 3 days prior to the close of tenders, during office hours: **08:00 to 12:30 and 13:15 to 15:15 N/A**

A non-refundable tender charge is payable by bank guaranteed cheque made out in favour of the Employer, or cash, and is required on collection of the tender documents: **NIL**

(F.2.7) There will be a **Compulsory Site Meeting** and site inspection with representative(s) of the Employer: **Room 138 (boardroom), 1st floor, 14 Scott Road, Pinetown, New Germany, 3600  
11 October 2022  
10:00**

(F.1.4) Queries relating to these documents, up to 21 October 2022 prior to the close of tenders, may be addressed to the Employer's agent whose contact details are: **Keane Dharmalingum  
031 322 0991 / 081 588 6003  
N/A  
Keane.Dharmalingum@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, 04 November 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: [Water and Sanitation Operations](#)

**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 (either in hard copy or 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 Regulations (January 2017).
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer's current Supply Chain Management Policy.

**F.1.4 The employer's agent :** The Employer's agent is :

Name : [Keane Dharmalingum](#)  
Tel : [031 322 0991 / 081 588 6003](#)  
Fax : [N/A](#)  
Email : [Keane.Dharmalingum@durban.gov.za](mailto:Keane.Dharmalingum@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 , 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 :** Compulsory site meeting → 11 October 2022 (Monday), 10:00, Room 138 (boardroom), 1st floor, 14 Scott Road, Pinetown, New Germany, 3600

**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, 04 November 2022

Closing Time : at or before 11:00

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

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

**F.2.23 Certificates** : Refer to **Part T2.1.2** for a listing of certificates that must be provided with the tender.

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

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

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Tenderer's experience	Experience of service provider in executing work of similar scope	50	
Experience of Key Resources in executing work of similar nature	Principal Consultant	20	
Proposed Organogram and staffing	Structure and detail provided for all staff on project	20	
Methodology	Including programme and approach	10	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>	

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

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 projects of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 5 projects of a similar nature within the past 10 years.
3	90	To have successfully completed 6 to 8 projects of a similar nature within the past 10 years.
4	100	To have successfully completed 9+ projects of a similar nature within the past 10 years.

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant	BSc Eng or BEng or	Pr. Eng, or Pr Tech Eng or	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20

	BTech or BSc. Honors	Pr. Natural Science						
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope                  Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification from a registered University or Institute of Technology.</p>								

**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. Tenders Documents together with one SOFT COPY (either disk or memory stick) to be submitted.

**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](mailto:Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN

4000

**F.2.25 Prohibition on awards to persons in the service of the state**

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

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

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

**F.2.26 Code of Conduct and Local Labour**

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

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

**PART T2 : RETURNABLE DOCUMENTS**

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

**T2.1.1 General**

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

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

**T2.1.2 Returnable Schedules, Forms and Certificates**

**Company Specific**

Certificate of Attendance at Clarification Meeting	11
Certificate of Authority	12
Declaration of Municipal Fees	15
Compulsory Enterprise Questionnaire	16
MBD2 : Tax Clearance Certificate Requirements	18
MBD4 : Declaration of Interest	19
MBD5 : Declaration For Procurement Above R10 Million	21
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	22
MBD8 : Declaration of Bidder's Past SCM Practices	23
MBD9 : Certificate of Independent Bid Determination	25

**Technical and Evaluation**

Details of proposed methodology/programme	28
Details of experience of tenderer	29
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	29
Details of experience of key staff	31

**Contractual**

Joint Venture Agreements (if applicable)	32
Record of Addenda to Tender Documents	33
Amendments, Qualifications and Alternatives	34
Form of Offer	36
Bill of Quantities / Priced Schedule of Activities	

### **T2.1.3 Preferential Procurement Schedules and Affidavits**

In the event of the Tenderer not being registered with the eThekwini Municipality, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- eThekwini 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 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.

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

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [11](#) to [34](#)

**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 Site Meeting** held for all tenderers at:

(location) **Room 138 (boardroom), 1st floor, 14 Scott Road, Pinetown, New Germany, 3600**

on (*date*) **11 October 2022**

starting at (*time*) **10:00**

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:

<u>Account</u>	<u>Account Number</u> : to be completed by tenderer.
Consolidated Account No.	<input type="text"/>
Electricity	<input type="text"/>
Water	<input type="text"/>
Rates	<input type="text"/>
JSB Levies	<input type="text"/>
<u>Other</u>	<input type="text"/>
<u>Other</u>	<input type="text"/>

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 : ..... DATE: .....

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

**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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Insert separate page if necessary

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

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

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

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

Insert separate page if necessary

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

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

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

---

## **MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://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](http://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<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 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, shareholder<sup>2</sup>) .....
- 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 .....

<sup>1</sup> 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.

<sup>2</sup> “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](http://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](http://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 bids<sup>1</sup> 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).<sup>2</sup> 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.

<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.

### **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 Operations : 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 consortium<sup>3</sup> 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)

**APPROACH PAPER / METHODOLOGY / PROGRAMME**

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

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

The scoring of the approach paper will be as follows:

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

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)

**TENDERER'S EXPERIENCE**

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale as per below description over the last ten years will be evaluated.

**Similar nature:** Experience in having conducted regulatory / environmental audits. **This must include license / permit audits done for water and wastewater works.**

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation (letters of award, letters of confirmation) and contact details of clients of the relevant projects must also be provided.

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

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 5 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 6 to 8 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 9+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME : ..... (Block Capitals)

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

**PROPOSED ORGANISATION AND STAFFING**

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

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

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

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

NAME : ..... (Block Capitals)

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



**EXPERIENCE OF KEY STAFF**

The experience of the principal consultant in relation to the scope of work will be evaluated from the following points of view:

- **Level of education and qualifications.**
- **Experience in conducting license / permit / regulatory audits.**

CVs of the Principal consultant, and all staff on project of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant	BSc Eng or BEng or BTech or BSc. Honors	Pr. Eng, or Pr Tech Eng or Pr. Natural Science	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20

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.

<b>ADD.No</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>
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: PSC.2022/013

Contract Title: EXTERNAL AUDIT OF LICENCE CONDITIONS (WULs and WML) FOR WATER AND WASTEWATER TREATMENT WORKS OF ETHEKWINI WATER AND SANITATION

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

: .....

**Witness:**

**Signature** : .....

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

**Date** : .....

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

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

**C1.1.2 : FORM OF ACCEPTANCE**

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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



## C1.2 : 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 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 Operations](#)

3.4 The authorised and designated representative of the Employer is: [Keane Dharmalingum](#)

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

- Telephone : [031 322 0991 / 081 588 6003](#)
- Fax : [N/A](#)
- e-mail : [Keane.Dharmalingum@durban.gov.za](mailto:Keane.Dharmalingum@durban.gov.za)

The address for the Receipt of communications is: [Engineering Unit, 166 K.E. Masinga Road \(formerly Old Fort Road\), DURBAN, 4001](#)

4.3.2.1 The Project is : [PSC.2022/013](#)

: [EXTERNAL AUDIT OF LICENCE CONDITIONS \(WULs and WML\) FOR WATER AND WASTEWATER TREATMENT WORKS OF ETHEKWINI WATER AND SANITATION](#)

4.3.2.2 Period of Performance : [156 weeks](#)

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

4.3.2.4 Start Date : 30 days after Letter of Award

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is : [Various wastewater treatment works in 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.
- 3.15.1 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 **6 months**.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Presenting findings of the audit to stakeholders.**
- 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 **30 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **All deliverables have been completed to the client’s satisfaction.**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer.**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Adjudication.**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.3.3 The adjudicator is the person appointed by:  
**mutual agreement between both parties**
- 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 **36 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.



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**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.

**C2.1.2 BASIS OF REMUNERATION, METHOD OF TENDERING AND ESTIMATED FEES**

- Fees for the Service will be paid on a lump sum basis per deliverables outlined in Project Scope.
- Tenderers are to tender different lump sum rates for the different deliverables in Bill of Quantities.
- A deliverable not expressly priced will be deemed to be priced at zero rand.
- The contractors must price for the audit itself as well as the report preparation and presentations and the sum of this work must be priced for in the bill of quantities.
- This project spans over a 3 year period – tenderers are to ensure that tendered rates consider any escalations such that there are no delays in executing work in the future because of pricing issues.

**C2.1.3 REMUNERATION FOR SERVICES**

- Fees for the Service shall be per completed deliverable on the rates tendered.
- Reimbursable rates for typing, printing and duplicating work and forwarding charges will deemed to be included in the lump sum rate tendered per deliverable and will therefore not be paid separately.
- Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be deemed to be included in the lump sum rate tendered per deliverable and will therefore not be paid separately.

**C2.1.4 Audits**

- Although, the number of audits are specified, eThekweni Municipality reserves the right to adjust (down) the number of audits. Adjustments based on regulatory or internal requirements.
- Under item 6 in the Bill of Quantities (BOQ), there is no wastewater treatment works specified. This is a provision for audits in the event that more licenses are obtained within the contract period and external audits are required. Tenderers are to take the highest rate between items 1-5 of the BOQ for the rate for item 6.

**C2.2 : PRICING SCHEDULE**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Rate (R / unit)</u></b>	<b><u>Amount (R)</u></b>
1	Audit with report Southern WWTW w.r.t. Water Use License conditions	Audit	4		
2	Audit with report for Verulam WWTW w.r.t. Water Use License conditions	Audit	4		
3	Audit with report for Phoenix WWTW w.r.t. Water Use License conditions	Audit	4		
4	Audit with report for Umhlatuzana WWTW w.r.t. Water Use License conditions	Audit	4		
5.	Audit with report for KwaMashu WWTW w.r.t. Waste Management License conditions	Audit	2		
6.	Additional Water Use License Audits	Audit	3		
7.	Combined Audit Presentation to management	Presentation	8		
TOTAL EXCLUDING VAT					R
VAT (15%)					R
TOTAL INCLUDING VAT (this value to be transferred to the 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**

eThekwini Municipality owns and operates 27 wastewater treatment works. There are 4 wastewater treatment works with a water use license (WUL) and 1 with a waste management license. As per the licenses, all conditions of the water use and waste management licenses must be audited by an external service provider.

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

The audit will assess compliance with regards to Water Use Licence conditions and Waste Management License Conditions for the following Wastewater Treatment Works:

- Southern WWTW Water Use License (License Reference no. 11/U60G/H/1623)
- Verulam WWTW Water Use License (License Reference no. 07/U30B/FG/2830)
- Phoenix WWTW Water Use License (License Reference no. 11/U20M/F/1177)
- Umhlatuzana WWTW Water Use License (License Reference no. 11/U60F/CFG/10951)
- KwaMashu WWTW Waste Management License (License Reference no.12/9/11/L527/4)

An audit checklist is to be developed based on all the conditions of each licence and any other specific license condition (as included in each license document and the relevant legislation).

### **Expected Outcomes and Contractor Responsibilities**

- The audit will be conducted utilising audit checklists developed in accordance to the scope detailed in this document.
- The external audits for wastewater treatment works listed above, will be completed and reports submitted by 25th March (audit of the previous year). Site visits shall be setup with Works Area Managers if and when required.
- The audits will assess compliance with regards to all license conditions for the calendar years – 2022, 2023, 2024 and 2025 calendar years e.g. the audit in 2023 will look at compliance to license conditions in the 2022 calendar year and so forth. There will be 4 full audits over the 3 year contract period.
- The contractor will review previous audit reports and assess progress with regards to non-compliances from previous audits.
- The audit will be communicated in the form of a detailed, formal audit report summarising audit findings from the audit checklists. Where possible, recommendations must be provided to rectify any deviations identified.
- A combined presentation to eThekwini Municipality management of audit findings for all works, is required for each audit.
- The service provider will conduct data analyses by comparing internal audit findings to the external audit findings. The previous external and internal audits done must be compared. Outputs must include graphs and diagrams (e.g. Ven diagrams) etc.
- Four colour printed hard-copies of the external audit report as well as electronic versions of the report should be submitted for each of the wastewater treatment works.

### **Reference data**

eThekwini Municipality will make available, previous audit reports and licenses / CWDPs.

### **Approvals**

Work schedules / programmes etc. must be approved before work commences. The project engineer will provide the consultant / service provider with this approval. During the contract period, the project engineer

may change and this will be communicated with the appointed service provider. A handover will be done between the new project engineer and the appointed service provider.

**Access to land / buildings / sites**

Consultant / service provider will be given access to each site to conduct audit upon approval. Work / Audits must be arranged with the Works Area Manager and superintendent for the site. These details will be provided to the consultant by eThekwini municipality.

**Planning and programming**

The audit will be conducted for each of the listed wastewater treatment works as listed above. The audit will cover compliance over the last calendar year. Example, the 2023 audit will look at compliance to the license conditions in the 2022 calendar year. All audits must be completed with reports produced by the 25<sup>th</sup> March. Presentations of the report findings can be done after March. Presentations must be done at the Monitoring committee forums and for internal eThekwini stakeholders.

**ANNEXURES**

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

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

**Annex F**  
*(normative)*

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

**ANNEXURE 2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
1. Definitions	1
2. Interpretation	2
3. General	2
3.1 Governing law	2
3.2 Change in legislation	2
3.3 Language	3
3.4 Notices	3
3.5 Location	3
3.6 Publicity and publication	3
3.7 Confidentiality	3
3.8 Variations	3
3.9 Changes to the Contract Price or Period of Performance	4
3.10 Sole agreement	4
3.11 Indemnification	4
3.12 Penalty	4
3.13 Equipment and materials furnished by the Employer	5
3.14 Illegal and impossible requirements	5
3.15 Programme	5
3.16 Price adjustment to time-based fees for inflation	5
4. Employer's Obligations	6
4.1 Information	6
4.2 Decisions	6
4.3 Assistance	6
4.4 Services of Others	6
4.5 Notification of material change or defect	6
4.6 Issue of instructions	7
4.7 Payment of Service Provider	7
5. Service Provider's Obligations	7
5.1 General	7
5.2 Exercise of authority	7
5.3 Designated representative	7
5.4 Insurances to be taken out by the Service Provider	7
5.5 Service Provider's actions requiring Employer's prior approval	7
5.6 Co-operation with Others	8
5.7 Notice of change by Service Provider	8
6. Conflicts of Interest	8
6.1 Service Provider not to benefit from commissions, discounts, etc.	8
6.2 Royalties and the like	8
6.3 Independence	8
7. Service Provider's Personnel	8
7.1 General	8
7.2 Provision of Personnel in terms of a Personnel Schedule	9
8. Commencement, Completion, Modification, Suspension and Termination	9
8.1 Commencement of Services	9
July, 2009: Edition 3 of CIDB document 1015	Standard Professional Services Contract