



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 ENGINEERING DEPARTMENT

PROCUREMENT DOCUMENT PROFESSIONAL SERVICES

CONTRACT No: PSC2015/019

**TITLE: PROVISION OF CONSULTING SERVICES FOR DESIGN AND
CONSTRUCTION SUPERVISION OF THE CATO RIDGE
TRUNK SEWER PROJECT (8 YEAR CONTRACT)**

Issued by: WATER AND SANITATION

Date of Issue: November 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

Service Providers from the approved panel of Consultants, for Water and Sanitation Unit (WS 7130), are hereby invited to tender for the contract to Provide Consulting Services for the Investigation, Design and Construction Supervision of the Cato Ridge Trunk Sewer Project.

The Employer is the eThekweni
Municipality as represented by:

Deputy Head : **ENGINEERING DEPARTMENT**

Tenders must be submitted on official tender documentation issued 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** and site inspection with representative(s) of the Employer: Bidders to submit email queries by 02-12-2022 and consolidated question and answers will be uploaded on 08-12-2022

Room 103, Paani-Jal Boardroom, 3 Prior Road, eThekweni
Water and Sanitation Building, Durban 4001
18 November 2022
11am

(F.1.4) Queries relating to these documents, up to 3 days prior to the close of tenders, may be addressed to the Employer's Agent's Representative whose contact details are:

Sizwe Dlamini
031 311 8798031 311 8602 (t)
N/A
Sizwe.Dlamini@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, 15 December 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 Unit](#)

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 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 is:

Name : [Bhavna Soni](#)
Tel : [031 311 8602 \(t\)](#)
Email : Bhavna.Soni@durban.gov.za

The employer's agent's representative is :

Name : Sizwe Dlamini
Tel : 031 311 8798
Email : Sizwe.Dlamini@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.
- (h) The tenderer is not listed under the approved panel of Consultants for Water and Sanitation Unit (WS 7130).
- (i) The tenderer enters into a Joint Venture with a firm that is not on the approved panel.

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 : **Room 103, Paani-Jal Boardroom, 3 Prior Road, eThekweni Water and Sanitation Building, Durban 4001**
 Date : **18 November 2022**
 Time : **11am**

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, 15 December 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 168 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 Friday, 20 May 2022 at 11h00 on the following platforms:

- Facebook - <https://www.facebook.com/eThekwiniM>
- Twitter - <https://twitter.com/eThekwiniM>
- LinkedIn - <https://www.linkedin.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, and the Preferential Procurement Policy Framework Act Regulations (January 2017).

- 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 **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 2017 PPPFA Regs.
- 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	30	TENDERERS EXPERIENCE
Experience of Key Resources in executing work of similar nature	Principal Consultant	15	EXPERIENCE OF KEY STAFF
	Design Engineer / Employers Agent	15	EXPERIENCE OF KEY STAFF
	Employers Agent Representative	5	EXPERIENCE OF KEY STAFF
Methodology	Including programme, risk management and approach	30	APPROACH PAPER / METHODOLOGY / PROGRAMME
Proposed Organogram and staffing	Including programme, safety & security and outsourcing plans	5	PROPOSED ORGANISATION AND STAFFING
Maximum possible score for Functionality (M_s)		100	

Each functionality criteria will be based on a logarithmic scale and assessed in terms of five (5) indicators according to the table below:

Level 0	Level 1	Level 2	Level 3	Level 4
0	40	70	90	100

Functionality shall be scored by not less than three (3) evaluators in accordance with the evaluation schedules found in Part T2.2: Returnable Schedules.

Level	pts	Criterion: Tenderer's Experience
		Note: "successfully completed" implies a project that has been completed on time and to specification. The tenderer must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation.
0	0	No information provided / no relevant experience / project/s completed more than fifteen (15) years ago / completed less than two (2) projects / construction present day value < R 50 mil. (excl. VAT)
1	40	To have successfully completed at least two (2) projects , within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum 1000mm diameter gravity trunk sewer and a pumpstation along the route.
2	70	To have successfully completed at least three (3) projects , within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum 1000mm diameter gravity trunk sewer and a pumpstation along the route.
3	90	To have successfully completed at least four (4) projects , within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum 1000mm diameter gravity trunk sewer and a pumpstation along the route.
4	100	To have successfully completed at least five (5) projects , within the past fifteen (15) years, which each involved the detail design and construction monitoring of a minimum 1000mm diameter gravity trunk sewer and a pumpstation along the route.

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 post registration					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project Lead	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than five (5) years relevant experience.	≥ 5 < 10	≥ 10 <15	≥ 15 <20	≥ 20	15
Design Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng in Civil Engineering	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than five (5) years relevant experience	≥ 5 < 10	≥ 10 <15	≥ 15 <20	≥ 20	12
Resident Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng in Civil Engineering	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than five (5) years relevant experience	≥ 5 < 10	≥ 10 <15	≥ 15 <20	≥ 20	8
Note 1: "experience" implies experience on projects of a similar nature with respect to the detail design and construction monitoring of a minimum 1000mm diameter gravity trunk sewer and a pumpstation along the route.								

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 and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

Level	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

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 required to submit a SOFT COPY of their completed bids scanned and 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 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.

F.2.27 Contract Award Subject to Section 33 Approval

The contract is intended to impose financial obligations on the Municipality beyond the three years covered in the Employer's Medium-Term Revenue and Expenditure Framework (MTREF) Budget, therefore, approval shall be sought by the Employer in accordance with Section 33 of the Municipal Finance Management Act (MFMA).

Upon completion of evaluation of tender offers, the award of the contract shall be subject to the finalisation of the above processes. Should the Employer fail to obtain such approval, then the tender shall be deemed a non-award and the most responsive bidder shall be notified accordingly.

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	16
Certificate of Authority	17
Declaration of Municipal Fees	20
Compulsory Enterprise Questionnaire	21
MBD2 : Tax Clearance Certificate Requirements	23
MBD4 : Declaration of Interest	24
MBD5 : Declaration For Procurement Above R10 Million	26
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	27
MBD8 : Declaration of Bidder's Past SCM Practices	28
MBD9 : Certificate of Independent Bid Determination	30

Technical and Evaluation

Details of proposed methodology/programme	32
Details of experience of tenderer	42
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	42
Details of experience of key staff	34

Contractual

Joint Venture Agreements (if applicable)	43
Record of Addenda to Tender Documents	44
Amendments, Qualifications and Alternatives	45
Form of Offer	47
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 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 [16](#) to [45](#)

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) Room 103, Paani-Jal Boardroom, 3 Prior Road, eThekweni Water and Sanitation Building, Durban 4001

on (*date*) 18 November 2022

starting at (*time*) 11am

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"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 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 state¹".
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

- 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

Tenderers are to
circle applicable

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 : 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)

TENDERER'S EXPERIENCE

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

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

- Only projects completed over the last fifteen (15) years (i.e. 2007 onwards) will be considered in the evaluation.
- Only experience claimed for work where the tenderer was the Principal Consultant will be considered.
- Where experience is claimed from joint venture work or where the tenderer's role was a Sub-Consultant, this may be considered subject to the tenderer having physically carried out the work and can prove that he/she managed quality control and finances (a letter from the Principal Consultant will suffice).
- Ambiguous, vague or unclear statements made in the tenderers schedule of experience will not be considered.
- Any work not completed by the tendering entity (i.e. by a third party) must be clearly indicated.
- Tenderer to provide technical details of project scope of work on a separate sheet attached hereto. All relevant information must be set out in a logical and concise manner and failure to do so may prejudice the assessment of the tenderer's experience.

A separate sheet must be completed for each project.

PROJECT INFORMATION		
Project Description:		
Detail of Work Undertaken and Design Components		
Construction Monitoring (Y/N):		
Duration		
Contractual Dates	<u>Commenced</u> Month & Year:	<u>Completed</u> Month & Year:
Completed Project Value (excl. VAT):		
Completed Construction value (excl. VAT):		

Note:

1. Certificates of completion from respective Client/s / Principal Consultant/s and tenderer's experience must be attached to the tender document. Failure to submit valid certificates of completion shall result in the project not being considered as part of the evaluation.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : (Block Capitals)

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

EXPERIENCE OF KEY STAFF

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

The evaluation of Experience of Key Staff shall be based on the personnel listed in the table below:

KEY STAFF	FULL NAME AND SURNAME
Project Lead	
Lead Civil design Engineer	
Lead Process Design Engineer	

For quality assurance, each Key Staff must satisfy the compulsory requirements listed in the table below:

Key Staff	Compulsory Requirements <i>(in terms of Clause F.3.11.9 of the Tender Data)</i>
Project Lead	BSc Degree/BTech Degree/BEng Degree AND Registration with ECSA as PR Eng/PR Tech Eng
Design Engineer	BSc Degree/BTech Degree/ BEng Degree in Civil Engineering AND Registration with ECSA as PR Eng/PR Tech Eng in Civil Engineering
Resident Engineer	BSc Degree/BTech Degree/ BEng Degree in Civil Engineering AND Registration with ECSA as PR Eng/PR Tech Eng in Civil Engineering

Note:

1. The personnel listed under key staff above are expected to occupy their respective roles during the execution of the proposed works. Should any key staff member change during the contract then the Employer shall request CVs of new key staff who are required to meet the experiential and educational benchmarks as set out in the tender data. The Employer shall reserve the right to withhold or reduce payment or suspend the works for failure to comply with the above requirement.
2. It is a strict requirement that each key staff proposed fulfills one position only. Should personnel be proposed for more than one position only the first position will be considered as part of the evaluation.
3. Certified copies of certificates supporting qualifications and registrations claimed for must be attached otherwise the key personnel will not be considered as part of the evaluation.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : (Block Capitals)

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

EXPERIENCE OF KEY STAFF - QUALIFICATIONS AND EXPERIENCE OF PROJECT LEAD

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname:			
ID/ Passport No.:		Age:	

Name of Tertiary Institution Attended:			
Relevant Qualification/s Obtained (and year):			
Name of Professional Institution Registered With:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience:		

Note:

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only.

Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : (Block Capitals)

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

EXPERIENCE OF KEY STAFF - QUALIFICATIONS AND EXPERIENCE OF DESIGN ENGINEER

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname:			
ID/ Passport No.:		Age:	

Name of Tertiary Institution Attended:			
Relevant Qualification/s Obtained (and year):			
Name of Professional Institution Registered With:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience:		

Note:

- The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : (Block Capitals)

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

EXPERIENCE OF KEY STAFF - QUALIFICATIONS AND EXPERIENCE OF RESIDENT ENGINEER

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

Full Name & Surname:			
ID/ Passport No.:		Age:	

Name of Tertiary Institution Attended:			
Relevant Qualification/s Obtained (and year):			
Name of Professional Institution Registered With:		Registration No.:	

EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)

Period of Employment (MM/YY to MM/YY)	Name of Employer	Years of Relevant Experience
Total number of years of relevant experience:		

Note:

3. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only.

Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

Declaration by Key Staff

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : (Block Capitals)

SIGNATURE : DATE:

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : (Block Capitals)

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

APPROACH PAPER / METHODOLOGY / PROGRAMME

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

The evaluation of the Approach Paper shall be based on the personnel listed in the table below:

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

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

The 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

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

The evaluation of Organisation of Staffing shall be based on the personnel listed in the table below:

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.

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: PSC2015/019

Contract Title: PROVISION OF CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION
SUPERVISION OF THE CATO RIDGE TRUNK SEWER PROJECT (8 YEAR
CONTRACT)

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*) : :

C1.1 : 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: Bhavna Soni
The authorised and designated Employers Agent's Representative is: Sizwe Dlamini

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

- Telephone : 031 311 8798
- e-mail : Sizwe.Dlamini@durban.gov.za

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

1 The Project is : PSC2015/019
: PROVISION OF CONSULTING SERVICES FOR DESIGN AND
CONSTRUCTION SUPERVISION OF THE CATO RIDGE TRUNK SEWER
PROJECT (8 YEAR CONTRACT)

1 Period of Performance : **96 months (8 Years) from the contract start date (including weekends, national public holidays and the Builder's Break). Section 33 process will be followed.**

1 Start Date : **Date of receipt of signed completed contract document, including schedule of deviations (if any), by the service provider.**

3.4.1 Communications by e-mail is permitted **provided confirmation thereof is acknowledged by**

the recipient within 2 days.

- 3.5 The location for the performance of the Project is : **CATO RIDGE**
- 3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.12 The penalty per Day payable is : **R 15 000.00** subject to a maximum amount of **10% of the contract value.**
- 3.15.1 The programme shall be submitted within **28 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **6 weeks.**
- 3.16 The time-based fees may be adjusted for inflation (annually) and shall be based on the change in the CPI.
- 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.
- 4.7 The Basic Fee tendered is to include for all the duties as defined in the latest version of the ECSA Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.
- The time related fees for additional services and disbursements will be paid as tendered.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 50 000 000.00.**
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) Sub-contracting any portion of the works**
- 2) Appointment of Sub-Consultants**
- 3) Additional works of any nature**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the relevant key personnel schedules under Returnable Documents.
- 8.1 The Service Provider is to commence the performance of the Services within **21 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **the period of performance has been reached. This, however, does not preclude fulfilment of all obligations under this contract.**
- 8.3.3 The costs incurred by the Service Provider to suspend, delay or reactivate the contract due to

Force Majeure shall be claimed by the Service Provider on a time cost basis as additional services, on personnel committed to the project at the time of the Force Majeure event.

8.4.1 Add the following to this Clause:

- f. Where the Service Provider fails to meet the deliverables in terms of the contract programme.
- g. Where the Service Provider fails to comply with the minimum Functionality requirements.

8.4.3(c) The period of suspension under clause 8.5 is not to exceed **6 months**.

8.4.4 Costs due to termination to be paid to the Service Provider are limited to the following:

- All outstanding costs incurred up to the point of termination.
- Plus 10% of the remaining value of Normal Services.

Note: This Clause supersedes Clause 4.3.7 of the ECSA Guidelines

8.5.1 The period of suspension is not to exceed **6 months**.

8.5.2 The costs incurred by the Service Provider to suspend the contract shall be claimed on a time and cost basis as additional services for personnel committed to the project when the notice of suspension is received and the cause for such suspension is of no fault of the Service Provider.

9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.

11.1 The Service Provider may subcontract any work which he has the skill and competency to perform in order to achieve his CPG target (in line with the conditions of clause 5.5).

12.1 Interim settlement of disputes is to be by **Adjudication**.

12.1.3 Final settlement is by **Arbitration**.

12.3.3 The adjudicator is the person appointed by:
Association of Adjudicators.

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by:
Association of Arbitrators.

13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 50 000 000.00**.

13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **36 months** from the date of termination or completion of the Contract.

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 50 000 000.00**.

13.6 The Service Provider is to ensure that third party cover is catered for under the requirements of 5.4, up to the value stated.

- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

Key Performance Indicators (KPIs) shall be agreed by the Employer and Service Provider at the handover meeting and monitored and documented through quarterly performance reports which shall be prepared by the Employer.

C1.2.3.2 CONTRACT PARTICIPATION GOAL (CPG)

It is a condition of contract that the Service Provider allow for a **minimum of 30%** of the contract value (excluding Provisional Sum allowances) to be sub-contracted to one or more targeted enterprises as highlighted under additional conditions of tender, clause F.2.27 Empowerment Strategies.

The selection of Sub-Consultants shall be approved by the Service Provider with adherence to the sequence and requirements listed below:

- a) Suitable Sub-Consultants shall be selected from **Ward 1,4 and 5** where the project is being undertaken.
- b) In the case where there are no suitable Sub-Consultants in Ward 1,4 and 5, and such is demonstrated by the Service Provider, the Sub-Consultants may be selected from immediately surrounding Wards.
- c) In the case where there are no suitable Sub-Consultants in Ward1,4 and 5 and surrounding Wards, Sub-Consultants shall be selected from any Ward within the eThekweni region.

The objective of eThekweni Municipality’s empowerment initiative is to achieve meaningful transformation in all infrastructure projects, especially within the built environment for construction and professional services, through the following:

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

The Service Provider must confirm that the above requirements have been adhered to. The Service Provider shall be responsible for providing suitable mentorship and guidance to the Sub-Consultants and will be responsible for the quality of work produced.

Proof of payment to Sub-Consultants will be required to verify that the minimum CPG target has been achieved. For each payment invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly outlined (where applicable) to enable CPG targets to be efficiently monitored.

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

C1.2.3.3 RETENTION

In terms of the eThekweni Municipality Supply Chain Management (SCM) Policy (04/06/2020), Clause (21)(2), 10% retention shall be applied to this contract. There shall be no limit on retention. 50% of the accumulated retention amount shall be released on completion of all commitments contained under Stage 6, and the remaining 50% shall be paid upon issue of the Final Approval Certificate.

C1.2.3.4 CONTINUITY OF WORK AFTER A THREE (3) YEAR PERIOD

Continuity of work after a three year period (from the date of contract award) shall be subject to the following outcomes:

- i. That sufficient funds will be made available in the Employer's MTREF Budget, for every subsequent three (3) financial years, to ensure completion of all remaining works under the contract.
- ii. A periodic review and subsequent approval of the contract in terms of Section 116 of the MFMA.

C1.2.3.5 TERMINATION OF SERVICES

Should the Employer elect not to continue with the works (for reasons highlighted in C1.2.3.4 above) then the Employer shall reserve the right to terminate the services and the Service Provider will be reimbursed for all outstanding costs incurred up to that point plus 10% of the remaining value of Normal Services.

However should services be terminated prior to construction, then the construction cost estimate as agreed to by the Employer shall be used for determining the final fee value. This shall be the net estimate, excluding allowances for contingencies and escalation.

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

1. GENERAL

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This shall include all items necessary and incidental to providing the Services, including appointment, management and payment of Sub-Consultants.

The Pricing Schedule forms part of the Contract Document and must be read and priced in conjunction with all other documents comprising the Contract Document, which include the Tender Data, Conditions of Contract, Scope of Work and any applicable drawings and documents.

2. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities provided in the Bill of Quantities (BILL) 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 and the quantities finally certified for payment. All tendered rates shall remain fixed irrespective of the extent of variation between measured/final quantities and estimated quantities.

3. PRICING OF THE BILL OF QUANTITIES

Only numeric values shall be used to complete the Pricing Schedule. The use of alphabets will not be accepted, and any items tendered as "Incl", "Nil", etc. will be replaced with a zero numeric value. Any items left blank for which a value should have been tendered will be treated as having a zero rate and amount.

3.1 Part 1: Basic Fee – Normal Services

The basic fee for normal services shall be a tendered percentage of the estimated construction cost of the works as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

To ensure the required level of professionalism and quality is achieved under the contract, the minimum professional fee that may be tendered is 8%. The percentage tendered shall be deemed suited to the project category.

Note:

- **The basic fee (which shall cover all stages of the project deliverables) shall be determined taking into consideration all general and specific factors applicable to the project (in terms of Clause 4.3 of the Guidelines) as well as all documents and drawings supplied by the Employer and forming part of the enquiry document.**
- **Unless agreed to by the Employer, the fee percentage tendered shall remain fixed within a 20% variance of the tender construction estimate. Thereafter, the fee shall be adjusted in accordance with Clause 4.3.4 of the ECSA Guidelines for Professional Services.**
- **In terms of Stage 5 – Contract Administration and Inspection, due allowance shall be made**

by the tenderer for the review and approval of all design and construction drawings and documents prepared by the Contractor. In this regard, it is assumed that the tenderer is well versed with these requirements based on previous experience.

The fee shall also include for the following;

- All plotting, printing and copying of necessary drawings and documents up to Stage 3.
- All travelling required to and from the site of the works, during all stages of the project, by all personnel other than those responsible for construction monitoring.

3.2 Part 2: Studies and Assessments

Provisional Sums

Provisional sums are provided in the BILL and 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 and in the Summary of the BILL unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the BILL, or to provisional percentages and sums in the Summary of the BILL, will be treated as arithmetical errors.

Note:

- The Tenderer's mark-up on provisional sums must include for all effort associated with the execution and completion of such work in terms of Clause 3.1. of the ECSA Guideline.
- The value of work to be completed under provisional sums shall be agreed with the Employer before execution of any works.
- All time-based costs shall be limited to the tendered rates under Part 4: Additional Services.

3.3 Part 3: Disbursements

The tendered rates for plotting, printing and copying drawings shall be on a cost to company basis and payment shall be based on the number of final drawings produced by the Service Provider and will be strictly limited to the following:

Stages 1 to 3 : No payment. Tenderers to make allowance for these in the basic fee.

Stage 4 : Payment to suit number of copies required for tender purposes.

Stage 5 : 4 copies.

The Tenderer shall be responsible for the costs of any other (ad-hoc) plotting/printing/copying of drawings that he requires to complete his designs. Where applicable, authorisation shall be sought from the Employer for any colour plotting and copying of drawing sizes A1 and greater. The Tenderer shall set up a system to substantiate the number of copies and plots claimed monthly. This system shall be to the approval of the Employer.

3.4 Part 4: Additional Services

The tenderer shall tender hourly rates for Key Staff under this section. Tendered rates to include for all expenses, overheads and profit for the personnel specified.

Items have also been allowed for general technical and salaried professional staff at a tendered rate of cents per R100 of Total Annual Cost of Earnings (TACE). The tenderer is to submit the rate

for this item in the space provided in the Description column of the BILL and extend it through for the stipulated TACE based on the number of hours given in the Quantities column. The base amount used to determine the rate per category of TACE is left entirely to the discretion of the Tenderer.

Note:

- Works to be completed under this part shall be approved by the Employer, in writing, prior to the Service Provider undertaking any additional duties.
- Where approval is granted, the Service Provider will be required to maintain daily records briefly describing works executed by professional personnel and time spent on the works.
- These records shall be checked by the Service Provider, for completeness and correctness, and thereafter submitted to the Employer for approval no later than the third working day of the following week.

3.5 Part 5: Construction Monitoring

A provisional sum has been allowed for the employment of construction monitoring personnel and the tenderer's mark-up shall include for all costs involved in overseeing and managing this process, including overheads and profits.

The level of Construction Monitoring required will be determined by the Employer upon completion of detailed design.

Allowances have been made in the BILL for travelling costs for designated construction monitoring personnel involved in the project (i.e. for traveling within the eThekweni Municipality area of supply).

3.6 Part 6: Travelling and Other Expenses

The tenderer shall tender a per kilometer rate for the use of private motor vehicles in executing the project. No other travel or subsidy costs will be reimbursed by the Employer.

All travel kilometres shall be measured from the eThekweni area premises of the tenderer. In the case of the tenderer not having an office in the eThekweni area, then the travel kilometres shall be limited to 45km one way.

Acceptable travel logs for project-related tasks must be submitted to substantiate all claims.

The tenderer shall tender for other expenses to cater for any additional and foreseeable costs related to deliverables that the Tenderer considers to be omitted and wishes to make allowance for.

4. 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.

5. ARITHMETICAL ERRORS

Arithmetical errors found in the BILL as a result of incorrect arithmetic will be corrected by the Employer at the tender evaluation stage, as set out in the Tender Data.

6. MILESTONE PAYMENTS

Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon project milestones at the start of the contract. The Service Provider is required to meet these milestones on a monthly basis.

The Service Provider shall submit progress reports at the end of the agreed period outlining progress in relation to the agreed milestones.

Progress claims shall be submitted in microsoft excel format using the standard payment template provided by the Employer.

C2.2 : PRICING SCHEDULE**C2.2 : BILL OF QUANTITIES**

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
1.		PART 1: BASIC FEE - NORMAL SERVICES				
1.1	PS 1.1	Percentage based fee (minimum 8%) on estimated value of works i.e. civil, building, structural and process works.	%	R 100 000 000.00		
Sub-Total Part 1						
2.		PART 2: STUDIES AND ASSESSMENTS				
	PS 2.	<u>PROVISIONAL SUMS</u>				
2.1	PS 2.2	Tacheometry Survey.	Prov. Sum	R 700 000.00	-	R 700 000.00
2.2		Mark-up on item 2.1 above for all overheads, charges and profit.	%	R 700 000.00		
2.3	PS 2.3	Geotechnical Investigation.	Prov. Sum	R 300 000.00	-	R 300 000.00
2.4		Mark-up on item 2.3 above for all overheads, charges and profit.	%	R 300 000.00		
2.5	PS 2.4	Environmental Authorisations and Monitoring.	Prov. Sum	R 1 000 000.00	-	R 1 000 000.00
2.6		Mark-up on item 2.5 above for all overheads, charges and profit.	%	R 1 000 000.00		
2.7	PS 2.4	Water Use License Application (WULA)	Prov. Sum	R 1 000 000.00	-	R 1 000 000.00
2.8		Mark-up on item 2.7 above for all overheads, charges and profit.	%	R 1 000 000.00		
2.9	PS 2.6	Services for Land Acquisitions (where required by the Employer).	Prov. Sum	R 200 000.00	-	R 200 000.00
2.10		Mark-up on item 2.9 above for all overheads, charges and profit.	%	R 200 000.00		
2.11	PS 2.7	Employment of Health and Safety Agent.	Prov. Sum	R 1 500 000.00	-	R 1 500 000.00

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
2.12		Mark-up on item 2.11 above for all overheads, charges and profit.	%	R 1 500 000.00		
2.13	PS 2.8	Institutional and Social Development (ISD) Consultant.	Prov. Sum	R 6 000 000.00	-	R 6 000 000.00
2.14		Mark-up on item 2.13 above for all overheads, charges and profit.	%	R 6 000 000.00		
2.15	PS 2.5	SANRAL Road Encroachment Permit.	Prov. Sum	R 50 000.00	-	R 50 000.00
2.16		Mark-up on item 2.15 above for all overheads, charges and profit.	%	R 50 000.00		
2.17	PS 2.8	Sampling and Testing (where required by the Employer).	Prov. Sum	R 200 000.00	-	R 200 000.00
2.18		Mark-up on item 2.17 above for all overheads, charges and profit.	%	R 200 000.00		
2.19	PS 2.9	Specialist Sub-Consultant and Studies (where required by the Employer).	Prov. Sum	R 500 000.00	-	R 500 000.00
2.20		Mark-up on item 2.19 above for all overheads, charges and profit.	%	R 500 000.00		
		Sub-Total Part 2				
3.		PART 3: DISBURSEMENTS				
3.1		<u>Photocopying / Duplicating:</u>				
3.1.1		a) Photocopies – black & white (80g/m²):				
3.1.1.1		<> A4 Size - Single Sided	No.	6000		
3.1.1.2		<> A3 Size - Single Sided	No.	400		
3.1.1.3		<> A2 Size - Single Sided	No.	400		
3.1.1.4		<> A1 Size - Single Sided	No.	400		
3.1.1.5		<> A0 Size - Single Sided	No.	400		
3.1.2		b) Photocopies – colour (80g/m²):				
3.1.2.1		<> A4 Size - Single Sided	No.	3000		
3.1.2.2		<> A3 Size - Single Sided	No.	500		
3.2		<u>Printing / Plotting</u>				

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
3.2.1		a) Paper prints - black & white (80g/m²):				
3.2.1.1		<> A4 Size	No.	6000		
3.2.1.2		<> A3 Size	No.	400		
3.2.1.3		<> A2 Size	No.	400		
3.2.1.4		<> A1 Size	No.	400		
3.2.1.5		<> A0 Size	No.	400		
3.2.2		b) White paper prints – colour (80g/m²):				
3.2.2.1		<> A4 Size	No.	1000		
3.2.2.2		<> A3 Size	No.	400		
3.2.2.3		<> A2 Size	No.	250		
3.2.2.4		<> A1 Size	No.	250		
3.2.2.5		<> A0 Size	No.	250		
3.2.3		c) Plastic prints (sepia) – black & white				
3.2.3.1		<> A1 Size	No.	400		
3.2.3.2		<> A0 Size	No.	400		
Sub-Total Part 3						

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
4.		PART 4: ADDITIONAL SERVICES				
	PS 1.2	<i>Additional services where authorised by the Employer:</i>				
4.1		Project Lead	hours	400		
4.2		Design Engineer	hours	600		
4.3		Resident Engineer	hours	300		
4.4		Salaried professional or technical staff of TACE of up to R 250 000	hours	320		
4.5		Salaried professional or technical staff of TACE of up to R 500 000	hours	240		
4.6		Salaried professional or technical staff of TACE of over R 500 000 and up to R 1 000 000	hours	200		
4.7		Salaried professional or technical staff of TACE of over R 1 000 000 and up to R 1 500 000	hours	200		
		Sub-Total Part 4:				
5.		PART 5: CONSTRUCTION MONITORING				
5.1	PS 9.	Allowance for construction monitoring and site staff – level and number of to be agreed with Employer.	Prov. Sum	R 10 000 000.00	-	R 10 000 000.00
5.2		Mark-up on item 5.1 above for all overheads, charges and profit.	%	R 10 000 000.00		
		Sub-Total Part 5:				

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
6.		PART 6: TRAVELLING AND OTHER EXPENSES				
6.1		Travelling by means of a private motor vehicle.	km	250 000		
6.2		Allow for the following expenses which the tenderer considers to have been omitted and requires to be priced separately:				
6.2.1		(a)	Sum	1		
6.2.2		(b)	Sum	1		
6.2.3		(c)	Sum	1		
6.2.4		(d)	Sum	1		
		Sub-Total Part 6:				

SUMMARY OF BILL OF QUANTITIES

PART 1: BASIC FEE - NORMAL SERVICES R

PART 2: STUDIES AND ASSESSMENTS R

PART 3: DISBURSEMENTS R

PART 4: ADDITIONAL SERVICES R

PART 5: CONSTRUCTION MONITORING R

PART 6: TRAVELLING AND OTHER EXPENSES R

SUB-TOTAL R

VALUE ADDED TAX (15 %) R

TOTAL CARRIED FORWARD TO FORM OF OFFER R

NAME : (Block Capitals)

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

PART C3 : SCOPE OF WORK

C3.1 Background

Due to proposed future development in the Cato Ridge area the existing sewer infrastructure is insufficient to cater for this development. EThekweni Wastewater Design Branch has proposed a trunk sewer that will run alongside the Sterkspruit River to cater for the effluent from the proposed developments catchment.

C3.2 Employer's Objectives

To construct a trunk sewer that will run alongside the Sterkspruit River to cater for the effluent from the proposed developments at Cato Ridge.

C3.3 Description of Site and Access

Cato Ridge is located on the western edge of the eThekweni municipal boundary. Ideally located on the strategic N3 Logistics Corridor, the area straddles in the N3 national route between Durban and Johannesburg, the provincial R103 alternate route between Durban and Pietermaritzburg and the Natal Corridor (Natcor) railway line to the south.. (See Annexure C4.4).

C3.4 Summary of Scope of Work

The required Scope of Work to be undertaken by the Service Provider under this contract shall include, but is not limited to, the following:

- a) Feasibility Study
- b) Planning and investigations.
- c) Studies and assessments.
- d) Obtain an Environmental Authorisation, from the Department of Economic Development, Tourism and Environmental Affairs (DEDTEA), for the proposed trunk sewer and pumpstations
- e) Obtain a Water Use License, from the Department of Water and Sanitation (DWS), for the proposed trunk sewer and pumpstations.
- f) Attendance to project requirements for Occupational Health and Safety (including appointment of a Health and Safety Agent).
- g) Client liaison and stakeholder engagement (including meetings).
- h) Preparation of bid documents and procurement of relevant service providers.
- i) Manage appointed Sub-Consultants.
- j) HAZOP and risk study.
- k) Tacheometry survey.
- l) Geotechnical investigation.
- m) Provision of services for land acquisition requirements (where required by the Employer).
- n) Additional sampling and testing (where required by the Employer).
- o) Appointment of an Institutional and Social Development Consultant to address community issues.
- p) Detail design of the trunk sewer main spanning 11km and three pumpstations.

- q) Investigation and proposal of alternate technologies, in consultation with the Employer, to meet project objectives.
- r) Construction monitoring for all works listed in p) above.

- s) Compliance with the latest revision of the Employer's Targeted Procurement Policy (including the appointment of a suitable Institutional and Social Development (ISD) Consultant to address community issues.
- t) Performance monitoring of appointed Contractor (quarterly assessments).

Note:

The Employer shall reserve the right to reduce the scope of work during any stage of the project and no additional fees or costs will be payable.

C3.5 Employer's Multi-disciplinary Representatives

The representative Branches of the Employer are as follows:

- a) Design Branch
- b) Treatment Works Operations Branch
- c) Mechanical & Electrical Branch
- d) Instrumentation, Control and Telemetry Branch
- e) Process Engineering Services Branch
- f) Sanitation Operations Branch (North)

The role and responsibility of eThekwini stakeholders are listed in the table below.

Department Name	Role/Responsibility
<u>Design Branch</u>	<ul style="list-style-type: none"> Overall project management including contract administration and liaising with Service Provider Co-ordination of Employer's project team Approval of scope and specifications for the civil engineering designs Approval of tender documentation Facilitating internal BID committee approvals
<u>Treatment Works Operations Branch</u>	<ul style="list-style-type: none"> Co-ordinating and facilitating operational aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant
<u>Mechanical and Electrical Branch</u>	<ul style="list-style-type: none"> Co-ordinating and facilitating mechanical and electrical aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant
<u>Sanitation Operations Branch (West)</u>	<ul style="list-style-type: none"> Reviewing and commenting on scope of works, designs and specifications regarding the associated wastewater network aspects during all stages throughout the contract (i.e. design, tender, construction, tie-in and shutdowns, commissioning and trial operational periods) Co-ordinating and facilitating associated wastewater network aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant

C3.6 PROJECT SPECIFICATIONS

PS 1. DUTIES

PS 1.1 Normal Duties

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

This Guideline issued by ECSA under Section 34(2) of the Engineering Profession Act, 2000 (Act 46 of 2000) guides the determination of the services to be provided on projects and facilitates estimations of appropriate fees.

The duties in the Form of Agreement applicable to this contract are listed below:-

- a) Planning and investigations.
- b) Attendance to project requirements for Occupational Health and Safety.
- c) Manage appointed Sub-Consultants.
- d) Client liaison and stakeholder engagement (including all meetings).
- e) Feasibility report.
- f) Preliminary design report.
- g) Detail design.
- h) Design report.
- i) Tender drawings.
- j) Construction drawings.
- k) Preparation of bid documents and procurement of relevant service providers.
- l) Construction monitoring.
- m) Environmental monitoring and compliance.
- n) Contract administration (including monthly payments).
- o) Dealing with claims.
- p) Quality control and reporting.
- q) Cash flows.
- r) Progress reports.
- s) As-built drawings.
- t) Post installation and commissioning of plant.
- u) Close-out Report.

PS 1.2 Additional Duties

The additional duties to be provided by the Service Provider under the contract are listed below:

- a) Studies and assessments.
- b) Obtain required approvals/authorisations from public authorities, government departments and other relevant stakeholders. This can be achieved through the appointment of suitable Service Providers. The following necessary authorisations have been identified by the Employer:
 - i. Environmental Authorisation (EA) from DEDTEA
 - ii. Water Use Authorisation (WUA) from DWS.
- c) Environmental compliance monitoring.
- d) Assist with procedures for acquisition and allocation of land and servitudes (where required by the Employer). The Service Provider may be required to appoint a suitable Land Surveyor to prepare

hand plans for the registration of the servitude for both trunk and pumpstations in favour of the Municipality.

- e) Comply with the latest revision of the Employer's Targeted Procurement Policy which shall include, but is not limited to, the following:
 - i. Incorporation of any targeted participation goals and training outcomes.
 - ii. The measuring of key performance indicators (quarterly assessments required).
 - iii. The selection, appointment and administration of participation.
 - iv. Auditing compliance with the above by any contractors and/or professional consultant.

PS 2. PROVISIONAL SUMS

The Service Provider must ensure the following procedure is carried out when appointing Sub-Consultants under the contract:

- a) Prepare a Request for Quotation (RFQ) document, in consultation with the Employer, defining functionality requirements, scope of work and BILL.
- b) Advertise tender to the public through the Employer's Notice Board.
- c) Obtain a minimum of 3 quotations.
- d) Assess quotations and recommend the lowest, most responsive tenderer.
- e) Appoint the recommended tenderer.

The Service Provider is required to undertake the following tasks upon appointment of the Sub-Consultants:

- a) Managing the programme and performance of the Sub-Consultants.
- b) Managing and inspecting quality.
- c) Preparing and processing payment certificates.
- d) All other work identified by the Employer with respect to Sub-Consultants.

PS 2.1 HAZOP and Risk Study

The Service Provider, in conjunction with the Employer's representatives, is required to undertake a HAZOP and Risk Study on the detail design. The study will be in the form of a workshop. The Service Provider shall host the workshop and ensure that all relevant representatives are present. The HAZOP findings are to be documented in a HAZOP Report and must be signed off by all relevant Service Providers (under the contract) and by the Employer's representatives.

PS 2.2 Tacheometry Survey

The Service Provider is required to appoint a suitably qualified Surveyor to undertake a full site survey to facilitate detail design.

PS 2.3 Geotechnical Investigation

The Service Provider is required to appoint a suitably qualified Geotechnical Consultant to investigate and confirm existing ground conditions to facilitate detail design and environmental authorisations.

PS 2.4 Environmental Authorisations and Monitoring

The Service Provider is required to appoint a suitably qualified Environmental Consultant to obtain required approvals/authorisations. This shall entail the completion of relevant specialist studies, reports, applications and stakeholder engagement as stipulated by the relevant authorities.

An Environmental Control Officer (ECO) is required during construction phase to ensure compliance with the approved Environmental Management Plan (EMP) and any other requirements stipulated by the relevant authorities. This may include regular audit inspections, reporting and attendance at monthly progress meetings.

The frequency of site monitoring and reporting shall be confirmed on receipt of the environmental approvals.

PS 2.4. Water Use Authorisations (WUA)

PS 2.4.1 Water Use License Application

Water Use Authorisation (WUA) shall be applied for in terms of Section 21 of the National Water Act (Act 36 of 1998) due to, but not limited to, the following reasons:

- a) Section 21 (c): Impeding or diverting the flow of water in a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).
- b) Section 21 (f): Discharging waste or water containing waste into a water resource through a pipe, canal, sewer, sea outfall or other conduit (this relates to the discharge of treated effluent into the uThongathi River).
- c) Section 21 (i): Altering the bed, banks, course or characteristics of a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).

All relevant specialist studies and application requirements shall be verified by the Service Provider at the pre-application meeting with DWS.

PS 2.4.2 Environmental Impact Assessment (EIA)

The project proposal shall undergo an Environmental Impact Assessment process in terms of the National Environmental Management Act 104 of 1998 EIA Regulations 2014 and therefore environmental authorisation is required from the Department of Economic Development, Tourism and Environmental Affairs (EDTEA). The Service Provider shall liaise with EDTEA official prior to commencing the proposed construction.

PS 2.5 Road Crossing Permit from SANRAL

Sewer from the Harrison Flats Development will be collected via a rising main pumping up and crossing the N3 Highway. The Service Provider is required to submit an application to SANRAL for the granting of a permit to cross the N3 Highway during construction.

PS 2.6 Services for Land Acquisitions (where required by the Employer)

The Service Provider may be required to appoint a suitably qualified Land Surveyor, to prepare hand plans, for the registration of servitude under the ownership of eThekweni Municipality.

PS 2.7 Employment of Health and Safety Agent

The Service Provider may be required to appoint a suitably qualified Health and Safety Agent who shall be engaged from detail design stage. The appointed Health and Safety Agent will be required to work closely with the Employer's Health and Safety representatives for compliance and reporting purposes.

PS 2.8 Institutional and Social Development (ISD) Consultant

The Service Provider is required to appoint a suitably qualified ISD Consultant prior to construction. The responsibilities of the ISD Consultant shall include, but is not limited to, the following:

- a) Engage with the Ward Councilors, Business Forums and relevant stakeholders prior to construction.
- b) Form a Project Steering Committee and facilitate monthly meetings.
- c) Resolve community issues.
- d) Facilitate communication between the appointed Contractor and Sub-Contractors.
- e) Attend community meetings (which may take place after business hours).

PS 2.9 Sampling and Testing (where required by the Employer)

The Service Provider may be required to undertake additional sampling and testing that is deemed necessary for detail design. This shall be confirmed by the Employer.

PS 2.10 Specialist Sub-Consultant and Studies (where required by the Employer)

The Service Provider may be required to appoint a Specialist Sub-Consultant to undertake additional studies that is deemed necessary by the Employer.

PS 2.11 Alternate Technology Proposals

The Service Provider is required to investigate suitable and practical alternate technologies for the proposed works which must meet the process objectives. The proposals shall include a cost-benefit analysis of the proposed new technologies versus conventional methods. The Service Provider shall provide suitable recommendations for the Employer's consideration.

The proposed alternatives shall aim to improve the overall capacity/footprint, life cycle costs, energy use and management, operability, process resilience as well as reduce the overall risk.

PS 3. TENDER DOCUMENT AND PROCUREMENT FOR CONSTRUCTION

The Service Provider must ensure the following procedure is carried out when appointing a Contractor to complete construction works:

- a) Prepare the construction procurement document (using the Employer's latest template), in consultation with the Employer, defining functionality requirements, scope of work, bill of quantities and project specifications.
- b) Prepare a separate book of drawings.
- c) Prepare a Bid Specification Report for submission to the Employer's Bid committees.
- d) Hold a compulsory tender briefing meeting (if allowed).
- e) Address all tender and technical enquiries.
- f) Adjudicate tenders and recommend the lowest, most responsive tenderer.
- g) Prepare a Bid Evaluation Report for submission to the Employer's Bid Committees.
- h) Address any queries in the case of an appeal.

The Service Provider shall be provided with the latest version of the Employer's procurement template, Bid reports and any other relevant templates.

PS 4. INFORMATION TO BE PROVIDED BY THE EMPLOYER

PS 4.1 Inception report

The Employer is to provide an Inception report which this project is based on.

PS 5. DETAIL DESIGN

PS 5.1 General

The Service Provider is required to complete a detail design of all engineering aspects i.e. civil, structural, process, mechanical, electrical, control and instrumentation for the components of works outlined in the feasibility report which is part of this contract's scope. All engineering designs completed by the Service Provider shall take cognisance of the following:

- a) Information provided by the Employer.
- b) The Employer's requirements and specifications.
- c) Legislative requirements.
- d) Environmental aspects and restrictions.
- e) Critical design and planning criteria.
- f) Process continuity to be maintained throughout the upgrade.
- g) Reliability and power consumption.
- h) Maintenance requirements.
- i) Health and safety requirements.
- j) Existing infrastructure, services and equipment.
- k) Best current engineering practice.

PS 6. DRAWINGS

PS 6.1 Design Drawings (Tender and Construction)

The Service Provider is required to provide engineering design drawings (to-scale) for tender and construction purposes. All design drawings shall comply with the Employer's requirements prior to submission for approval. The Service Provider shall ensure the following:

- a) Tender drawings to be submitted in hard copy – A1 copy for approval by the Employer and A2 book of drawings for tender purposes. The number of A2 book of drawings shall be determined and agreed upon by the Employer and Service Provider at tender stage.
- b) Approved construction drawings to be submitted in soft copy (dxf/dwg format) and hard copy (A0 print) to the Employer (one copy).
- c) Approved construction drawings to be submitted in hard copy (A0 print) to the appointed Contractor (three copies).

PS 6.2 As-Built Drawings

The Service Provider is required to provide as-built drawings (to-scale) on completion of construction works. All as-built drawings shall comply with the Employer's requirements prior to submission for approval.

The Service Provider shall submit drawings in soft copy (dxf/dwg format) and hard copy (A0 prints) to the Employer for their permanent record. The as-built drawings shall include all new and existing infrastructure and services and must clearly demarcate those to be abandoned/demolished (if applicable).

PS 7. CONSTRUCTION MONITORING

The required level of monitoring and site staff requirements shall be confirmed upon completion of detail design.

PS 8. REPORTING AND PROGRESS

The Service Provider is required to submit both hard and soft copies of all reports under the contract.

PS 8.1 Feasibility Report

The Service Provider is required to prepare and submit a Feasibility Report which shall include, but is not limited to, the following:

- a) Outcomes of relevant studies, investigations and assessments.
- b) Cost estimates.
- c) Overview of scope of work.
- d) Preliminary design.
- e) Outcome of environmental applications.
- f) Whether the project will provide a return on investment over a reasonable timeframe.
- g) The Service Provider's recommendations regarding the overall project feasibility.

PS 8.2 Design Report

The Service Provider is required to prepare and submit a Detail Design Report including, but not limited to, the following:

- a) Detail scope of work.
- b) Technical approach and methodology.
- c) Design calculations.
- d) Assumptions.
- e) Project specifications.
- f) Findings from the HAZOP and Risk Study.
- g) Findings from the Hazardous Area Classification Study
- h) Terms of reference.

The minimum requirements for the detail design drawings, to be included with the report submission, are outlined below for each engineering discipline.

Engineering Discipline	Minimum Requirements
Civil Engineering	<ul style="list-style-type: none">• General site layout• Overall site layout of existing and proposed structures, services and access routes• Detail layout of all structures, pipelines and roadworks
Electrical Engineering	<ul style="list-style-type: none">• Backup power control philosophy• Electrical equipment data sheets and motor list• Overall site layout of MCC, generator and power cable routing
Mechanical Engineering	<ul style="list-style-type: none">• Mechanical equipment and operational philosophy description and data sheets• Mechanical layout and detailed drawings• Pump and Pipe modelling diagrams

PS 8.3 Progress Reports and Programme

The Service Provider is required to submit written progress reports to the Employer prior to progress meetings. The reports shall highlight programmed activities and indicate the status.

The Service Provider shall be responsible for planning the sequence of their work and ensuring that the following constraints are accommodated:

- All legislated timeframes.
- Employer's Supply Chain Management timeframes.
- Employer's requirements.
- Approval periods by the Employer.
- Timeframes for studies or assessments to be completed by Sub-Consultants.
- Allowable periods for shutdowns (limited to an 8 hour period). At minimum, the required notice period is one week prior to the scheduled shutdown.

The Service Provider's programme shall outline the following:

- Various activities related to a time scale, for each element of the work, including those of Nominated and/or Sub-Consultants, in sufficient detail to be able to assess progress.
- Critical path activities and their dependencies.
- Key dates in respect of work to be carried out by others.
- Key dates in respect of information to be provided by the Employer and/or others.

The Service Provider's programme and methodology will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

Should progress lag by more than 4 weeks then the Service Provider shall submit a revised programme and method statement on how he proposes to accelerate the works.

If in the opinion of the Employer, such revised programme will not make up the lost time, the Employer's Agent shall have the right to request the Service Provider to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

PS 8.4 Close-out Report

The Service Provider is required to submit a project close-out report on completion of construction. The report shall include, but is not limited to, the following:

- a) Actual costs.
- b) New infrastructure.
- c) Demolished/abandoned infrastructure.
- d) Authorisations and approvals obtained.
- e) Procurement information.
- f) Challenges incurred.
- g) Deviation from original scope of work.
- h) Any operational and maintenance requirements.
- i) Completion dates.
- j) Defects liability period.
- k) Social issues (to include summary of the skills development and job creation).

PS 9. LIAISON AND COMMUNICATION

PS 9.1 Stakeholder Engagement

The Service Provider is required to facilitate communication between the Employer and all relevant stakeholders including, but not limited to, Sub-Consultants, public authorities, government departments and other relevant stakeholders throughout the period of performance.

PS 9.2 Meetings

The Service Provider is required to attend all meetings listed below and shall ensure representation by the Project Lead and relevant key personnel:

- a) Project handover meeting.
- b) Site Inspection.
- c) Monthly technical and progress meetings (from the contract start date).
- d) Design review meetings (a minimum of two meetings per discipline).
- e) Tender document review meetings (a minimum of four meetings).
- f) Construction drawing review meetings.
- g) Ad hoc technical meetings as required by the Employer (to be agreed by the Employer and Service Provider).
- h) Tender clarification meeting.
- i) Construction handover meeting.
- j) Monthly site meetings during construction phase.
- k) Close-out meeting.

Meetings shall be physical or virtual. The Service Provider shall record and issue minutes (in hard and soft copies) for all meetings no later than 2 weeks after the meeting.

PS 10. OPERATION AND MAINTENANCE MANUALS

During the post installation testing and commissioning phase of the project, the Service Provider shall be expected to fulfill all critical roles and responsibilities indicated but not limited to the following:

- a) Review and approve the Contractor's operations and maintenance manuals for completeness.
- b) Review and where required, sign off all as-built drawings supplied by the Contractor.
- c) Review and comment on the Contractor's training programme and where necessary, witness all training afforded to the Employer's personnel to ensure that the full requirements have been fulfilled and objectives met.

Due allowance for the above shall be made in the tendered rates based on the Service Provider's previous experience on similar projects.

PART C4: ANNEXURES

Annexure C4.1 Standard Conditions of Tender – CIDB SFU (2015)

(Cover Page Only)

Annexure C4.2 CIDB Standard Professional Services Contract (July 2009)

(Cover Page Only)

Annexure C4.3 Locality Plan

Annexure C4.4

Cato Ridge Master Plan Layout

Annexure C4.5 Occupational Health and Safety Agreement

Annexure C4.6

Covid-19 Health and Safety Specific

